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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/15/2022 11:19 AM PG: 1 OF 61

**DECLARATION OF EASEMENTS,  
RESERVATIONS, COVENANTS AND RESTRICTIONS**

THIS DECLARATION (this "Declaration"), is made and entered into as of 14  
MARCH, 2022 by 211 NORTH HARBOR DRIVE OWNER LLC, a  
Delaware limited liability company ("**Declarant**").

**WITNESSETH:**

WHEREAS, the Declarant owns the real property legally described on Exhibit "B" attached hereto and made a hereof (the "**Retail One Parcel**"), the real property legally described on Exhibit "C" attached hereto and made a hereof (the "**Retail Two Parcel**"; together with Retail One Parcel, the "**Retail Parcel**"), and the real property legally described on Exhibit "D" attached hereto and made a part hereof (the "**Condominium Parcel**"), and the Retail Parcel and the Condominium Parcel together comprise the real property legally described on Exhibit "A" attached hereto and made a part hereof (the "**Total Tract**") located at 211 North Harbor Drive, in Chicago, Cook County, Illinois (each of the Retail One Parcel, Retail Two Parcel and the Condominium Parcel individually is sometimes referred to herein as a "**Parcel**", and both of them together are sometimes referred to herein as the "**Parcels**"); and

WHEREAS, the Declarant desires and intends by this Declaration to establish, for the benefit of the Retail One Parcel and all future owners or occupants of the Retail One Parcel, and each part thereof (Declarant on behalf of the Retail One Parcel, together with all future owners or occupants of the Retail One Parcel, collectively known as the "**Retail One Owner**"), certain easements and rights to, over and upon the Condominium Parcel and certain mutually beneficial restrictions and obligations with respect to the use and maintenance of the Retail One Parcel; and

Prepared by and after recording return to:

Property Address:

Kimberly J. Sharon  
c/o 211 North Harbor Drive Owner LLC  
225 North Columbus Drive, Suite 100  
Chicago, Illinois 60601

211 North Harbor Drive  
Chicago, Illinois 60601

PIN: 17-10-400-046-0000  
17-10-400-047-0000

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WHEREAS, the Declarant desires and intends by this Declaration to establish, for the benefit of the Retail Two Parcel and all future owners or occupants of the Retail Two Parcel, and each part thereof (Declarant on behalf of the Retail Two Parcel, together with all future owners or occupants of the Retail Two Parcel, collectively known as the "**Retail Two Owner**"; each of Retail One Owner and Retail Two Owner, individually and collectively, as the context dictates, a "**Retail Owner**"), certain easements and rights in, over and upon the Condominium Parcel and certain mutually beneficial restrictions and obligations with respect to the use and maintenance of the Retail Two Parcel; and

WHEREAS, the Declarant desires and intends by this Declaration to establish, for the benefit of the Condominium Parcel and all future owners or occupants of the Condominium Parcel, and each part thereof (the Declarant on behalf of the Condominium Parcel, together with all future owners or occupants of the Condominium Parcel, collectively known as the "**Condominium Owner**"), certain easements and rights in, over and upon the Retail Parcel and certain mutually beneficial restrictions and obligations with respect to the use and maintenance of the Condominium Parcel; and

WHEREAS, each of the Retail One Owner, Retail Two Owner and Condominium Owner may hereinafter be individually referred to as an "**Owner**" or collectively referred to as the "**Owners**"; and

WHEREAS, a building and other improvements are to be constructed on the Total Tract for residential, parking and retail uses (said development being sometimes hereinafter referred to as the "**Project**"); and

WHEREAS, each of the parties hereto intends to construct or install within its Parcel, at or after completion of the Project, certain additional improvements, fixtures or equipment;

WHEREAS, to provide for the proper, efficient and useful existence, use and operation of each of the Parcels, the parties desire to create, establish and maintain certain easements, reservations, covenants and restrictions relating to the Parcels and certain improvements, fixtures and equipment that will be or may be constructed or installed therein or thereon, all as provided for herein; and

WHEREAS, the Total Tract is subject to that certain Declaration of Covenants, Conditions, Restrictions and Easements made and entered into on 5 ~~MARCH~~ 2022 by and among Declarant, 445 East Waterside Drive Owner LLC, a Delaware limited liability company and IJKL LLC, a Delaware limited liability company (the "**Parcels I, J and KL REA**").

NOW, THEREFORE, the Declarant, as the legal title holder of the parcel, and for the purposes above set forth, **DECLARES AS FOLLOWS:**

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## ARTICLE I IMPROVEMENTS

1.1 Project Development. The building to be developed as part of the Project (the "**Building**") shall encompass the Retail Parcel and the Condominium Parcel and is shown and identified on the drawings (the "**Drawings**") prepared by bKL Architecture LLC (said architect or any other such architect mutually selected by the parties hereto is hereinafter referred to as the "**Architect**"). In general, the Drawings provide for (a) with respect to the Retail One Parcel, retail space on the Lower Level 5, consisting of approximately 3,529 square feet; (b) with respect to the Retail Two Parcel, retail space on Lower Level 4 and Lower Level 2, consisting of approximately 2,891 square feet; and (c) with respect to the Condominium Parcel, condominium space of approximately 972,251 square feet, consisting of the following: (i) residential space consisting of approximately 350 dwelling units; (ii) certain common areas, including but not limited to, entrance lobby, elevator lobby, elevators, club room, fitness center, pool, media room, locker rooms, trash rooms, mechanical rooms, electrical rooms, and mail room; and (iii) an parking garage with approximately 365 individual and tandem parking spaces; and (c) with respect to both the Retail Parcel and Condominium Parcel, exterior space adjacent to the Building (all of the foregoing, together with the Building and all equipment and utility lines located in or otherwise serving the Building are herein collectively called the "**Improvements**"). The Drawings, including the plans and specifications described therein, are herein collectively called the "**Plans**".

### 1.2 Exterior Changes to the Building.

(A) Except as otherwise expressly set forth in this Section 1.2, Section 4.2 or otherwise in this Declaration, after completion of the initial construction of the Improvements, the exterior walls and surfaces of the Building, including, but not limited to, its design, appearance, or material components, shall not be changed or modified whatsoever by any Owner without, in each case, the written consent of the other Owners; provided, however, that each Owner, at its sole cost and expense, may alter the design, appearance or material components of the exterior walls and surfaces of the Building included within its Parcel without the consent of the other Owners so long as said alterations: (i) do not materially adversely affect the economic value of the other Parcel(s); and (ii) do not materially increase the cost to maintain that portion of the Common Improvements (as defined in Section 5.7(D)) affected by said alterations or, if said alterations would materially increase the cost to maintain that portion of the Common Improvements affected thereby, the altering Owner agrees in writing to pay all of the increased cost attributable thereto.

(B) No Owner shall have the right to increase the height of its portion of the Building, or to expand the floor area of its Building outside of the original Building envelope, without the prior written consent of the other Owners. In furtherance of the foregoing, Condominium Owner acknowledges and agrees that except for any Condominium Owner's Equipment or Shared Equipment shown on the Plans to be installed in the initial construction of the Building on the roof areas constituting Common Improvements (the "**Common Roofs**," as further defined in Exhibit "J" attached hereto and made a part hereof), including without limitation the Upper Roof (as defined in Section 2.4), and any replacements of such equipment, no equipment

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of any kind, including, without limitation, communications antennae, satellite dishes or like equipment, shall be installed on the Common Roofs by or for the benefit of Condominium Owner without the prior written consent of Retail Owner. Retail Owner agrees not to unreasonably withhold its consent to the installation of Condominium Owner's Equipment on the Common Roofs, provided that: (i) such equipment services the Condominium Parcel; (ii) such equipment does not generate income for the benefit of the Condominium Owner pursuant to an agreement between Condominium Owner and a third party (e.g., communication antennae and satellite dishes); (iii) the proposed location of such equipment on the Common Roofs is reasonably agreeable to Retail Owner; and (iv) such equipment will not unreasonably interfere with the current or reasonably contemplated operations of the Additional Equipment and Ancillary Equipment (as those terms are defined in Section 2.4).

(C) Notwithstanding the foregoing, each of Retail One Owner and Retail Two Owner shall have the right, at its sole cost and expense, at any time and from time to time, to construct and maintain additional (in addition to those presently shown on the Plans) grade level entrances and exits or to remove, close or relocate any grade level entrances and exits (collectively, the "**Retail Entrances and Exits**") through that exterior portion of the Building included within the Retail Parcel, provided, however, that: (a) the Retail Entrances and Exits shall be constructed, added, subtracted, and maintained in such manner as is consistent with the existing architectural and aesthetical character of the Building; and (b) the Retail Entrances and Exits shall not interfere with any of the easement rights herein granted to Condominium Owner or have any adverse effect on the structural integrity of any portion of the Improvements.

1.3 Interior Changes in the Building. Subject to the limitations in this Declaration, each Owner shall have the right, at any time or times, without the consent of the other Owners, to change, alter and revise, from time to time, that portion of the interior of the Building which is hereafter located on or within such Owner's Parcel and to add improvements to or remove improvements from such interior in any manner as such Owner may desire, provided only that: (a) there shall be no material interference with any of the easement rights herein granted to the other Owners, (b) such changes shall not materially interfere with or burden any equipment, utility lines, or other improvements previously constructed and installed (in accordance with the terms and conditions of this Declaration) which is used by or for the benefit of the Parcel(s) of such other Owners, including, without limitation, Shared Equipment and Common Improvements (as those terms are defined in Section 5.7(D) below), provided, however, that the Owner wishing to make such changes may, at its sole cost and expense, relocate such equipment, utility lines or other improvements to a location that is not materially less advantageous or less desirable to such other Owners in order to avoid such material interference or burden by its changes, (c) such change shall be made without cost or expense to the other Owners, (d) such change shall not impair the structural integrity of the Improvements, and (e) such change shall not violate any of the other applicable terms and conditions of this Declaration.

## ARTICLE II

### EASEMENTS APPURTENANT TO THE

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## RETAIL PARCEL AND RIGHTS RESERVED

2.1 Support. Condominium Owner hereby grants to each Retail Owner, non-exclusive easements in the locations as shown on the Plans for support of those pillars, columns, beams, members, joists, and other supports of whatever nature (collectively the "**Supports**") now or hereafter constructed or existing in the Condominium Parcel as may be reasonably necessary or which may be required by applicable laws, codes, ordinances or permits, for or in connection with the support of that portion of the Building and the Improvements constructed in the Retail Parcel. Without limiting the generality or scope of the preceding sentence, Condominium Owner shall have the right and obligation to maintain, repair, and replace said Supports as and when necessary or appropriate, but shall do so in a way that will minimize the interference with the use and enjoyment of the Retail Parcel by each Retail Owner and their respective tenants, licensees, permittees and guests and, except in an Emergency Situation (as defined in Section 2.7 below), only after giving reasonable advance notice to Retail Owner, as may be applicable. Nothing in this Section 2.1 shall be construed to allow either Retail Owner the right to require additional Supports in that portion of the Building constructed in the Condominium Parcel beyond those set forth in the Plans, or to increase the support requirements of that portion of the Building constructed in a Retail Parcel beyond those set forth in the Plans.

2.2 Common Walls, Ceilings and Floors. Condominium Owner hereby grants to each Retail Owner, non-exclusive easements for support and enclosure with respect to those walls, ceilings and horizontal slabs, if any, constructed in and along the common boundaries of the Condominium Parcel and the Retail Parcel, and non-exclusive easements for enclosure with respect to all roofs and other enclosing surfaces of the Building.

2.3 Equipment and Utilities. Condominium Owner hereby grants to each Retail Owner, their respective tenants and their respective contractors the following: (a) a non-exclusive easement and right to install, own, use, maintain and repair that certain equipment listed or designated on Exhibit "E" and Exhibit "F" attached hereto and made a part hereof (including, but not limited to, the right to run all accompanying wires, pipes, cables, connectors and conduits through the Condominium Parcel to the applicable Retail Parcel as necessary to operate such equipment), or such other ancillary or replacement equipment (either similar or functionally equivalent) which may, from time to time, supplement or replace said equipment (the foregoing collectively referred to as the "**Retail Owners' Equipment**"), at, and only at, the locations in the Condominium Parcel shown on or referred to in the Plans or otherwise installed in the initial construction of the Building (except that if any substitute or replacement equipment is larger or otherwise requires more space than the then-existing Retail Owners' Equipment, such substitute or replacement equipment shall also be permitted and this grant of easement shall automatically be expanded so as to include and permit it so long as it does not unreasonably interfere with the then-existing use of the Condominium Parcel by Condominium Owner); (b) a non-exclusive easement and right to connect the Retail Owners' Equipment, or any other equipment of each Retail Owner, to those systems serving the Condominium Parcel or to the Shared Equipment located on the Condominium Parcel, on which such Retail Owners' Equipment or other equipment is dependent for operation at the points of connection shown on or



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referred to in the Plans or otherwise existing at the initial construction of the Building, provided that each Retail Owner shall be obligated to pay its equitable share of the cost relating to its use of such systems or Shared Equipment as reasonably determined by the applicable Owners; (c) to the extent not encompassed by the foregoing, a non-exclusive easement and right to install and maintain utility lines (including, but not limited to, the right to gas, water, electricity, sewer, and telephone and other communications lines, together with all accompanying wires, pipes, connectors and conduits), as may reasonably be or become necessary or appropriate, at said locations and points of connection in the Condominium Parcel existing at the initial construction of the Building or at such other locations and points of connection approved by Condominium Owner, such approval not to be unreasonably withheld or delayed; (d) a non-exclusive easement and right to inspect, maintain, repair and replace the Shared Equipment and the Common Improvements located on the Condominium Parcel in the event Condominium Owner breaches its obligations under Section 5.7(D) below; and (e) with respect of all of the foregoing, a right of access to said locations and points of connection on the Condominium Parcel for the purposes set forth in this Section 2.3 subject to any applicable terms and conditions contained in this Declaration.

2.4 Upper Roof. Condominium Owner hereby grants to each Retail Owner and their respective contractors the following: (i) an exclusive easement to install, construct, own, use, maintain and repair communication antennae, satellite dishes and similar income-producing equipment and components thereof or such other equipment (either similar or functionally equivalent) which may, from time to time, replace said equipment (the foregoing collectively referred to as the **"Additional Equipment"**) on any portion of those certain Common Roofs above Level 48 of the Building, (collectively, the **"Upper Roof"**) and not otherwise occupied by the Retail Owners' Equipment, Condominium Owner's Equipment and Shared Equipment shown on the Plans to be installed in the initial construction of the Building on the Upper Roof; (ii) a non-exclusive easement to install and maintain the wires, pipes, cable, lines, connectors, conduits and other equipment (including, without limitation, a utility meter and standby power generator) supporting or otherwise serving the Additional Equipment (the foregoing collectively referred to as the **"Ancillary Equipment"**) on, over and through the Condominium Parcel, provided that the location thereof does not unreasonably interfere with the operations of the Condominium Improvements; (iii) a non-exclusive easement to connect the Additional Equipment and Ancillary Equipment to those systems serving the Condominium Parcel or to the Shared Equipment located on the Condominium Parcel on which such Additional Equipment and Ancillary Equipment are dependent for operation at points of connection reasonably acceptable to Condominium Owner, provided that each Retail Owner shall be obligated to pay its equitable share of the cost relating to its use of such systems or Shared Equipment as reasonably determined by the applicable Owners; and (iv) a non-exclusive easement for ingress and egress over the Condominium Parcel (including, without limitation, the elevators located thereon) by persons, material and equipment to the extent reasonably necessary to permit access to the Upper Roof and to permit the construction, installation, inspection, maintenance, repair, replacement or removal of the Additional Equipment and the Ancillary Equipment, wherever located on the Parcels. Each Retail Owner shall operate the Additional Equipment in a manner that will not cause unreasonable interference to any then-existing equipment installed on the Upper Roof in accordance with this Declaration. The Additional Equipment,

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including the Ancillary Equipment, shall at all times be owned by the installing Retail Owner or its contractors, and shall be personal property and not fixtures. Upon removal of the Additional Equipment and Ancillary Equipment from the Upper Roof, the applicable Retail Owner shall place those portions of the Upper Roof on or in which the Additional Equipment and Ancillary Equipment are located to the condition in which those portions existed at the time of installation thereof, subject to reasonable wear and tear, loss by casualty, or other causes beyond the control of the installing Retail Owner. The installing Retail Owner shall be responsible for any damage caused to the Upper Roof, or any other portion of the Parcels, resulting from the construction, installation, inspection, maintenance, repair, replacement or removal of the Additional Equipment or the Ancillary Equipment. Except as provided in the preceding sentence, the installing Retail Owner shall not be obligated to make or pay for any repairs of or replacements to any portion of the Condominium Parcel, including the Upper Roof, except as otherwise provided in Section 5.7(D). Condominium Owner agrees to: (i) cooperate with each Retail Owner, at such Retail Owner's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for the Retail Owner's intended use of the Upper Roof; and (ii) sign such documents or grant such easements, at no cost to the Retail Owner, as may be reasonably required by any utility companies providing service to the Additional Equipment and Ancillary Equipment, provided that the location of any such easements shall be approved by the Condominium Owner, such approval not to be unreasonably withheld or delayed.

2.5 Construction Easement. Subject to the terms of Section 10.1, with respect to, and in connection with, the initial development of the Retail Parcel, the initial construction of those Improvements which exclusively serve the Retail Parcel, including other improvements and finish work being made to the Retail Parcel by each Retail Owner (the "**Retail Improvements**"), and the initial construction of any Shared Equipment and Common Improvements located on the Retail Parcel, Condominium Owner hereby grants to each Retail Owner, their respective tenants and their respective contractors, a temporary, non-exclusive easement to: (i) enter the Condominium Parcel for the purpose of said construction, including, without limitation, the right to excavate and grade soil, erect improvements and otherwise do all things necessary or beneficial to complete such construction; and (ii) store equipment, supplies and materials on the Condominium Parcel, all as may be reasonably necessary in order to construct the Retail Improvements and those portions of the Building and any Shared Equipment and Common Improvements located within the Retail Parcel. The easements and all other rights granted to each Retail Owner in or by the provisions of this paragraph shall terminate and be of no force or effect automatically (and without notice or action of any kind) upon completion of the Retail Improvements relative to each Retail Parcel and those portions of the Building and any Shared Equipment and Common Improvements located within the Retail Parcel.

Subject to the terms of Section 10.1, with respect to, and in connection with, any exterior or interior changes to be made to the Retail Parcel (pursuant to Sections 1.2 and 1.3 above), from time to time, after the initial construction of the Retail Parcel and the Retail Improvements, Condominium Owner hereby grants each Retail Owner, their respective tenants and their respective contractors, a temporary, non-exclusive easement to enter the Condominium Parcel for the purpose of constructing said changes. The easements and all other rights granted to each Retail Owner in

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or by the provisions of this paragraph shall exist from the commencement of said changes to the Retail Parcel until the completion Retail One Parcel and Retail Two Parcel, as applicable.

If, in the performance of said construction, a Retail Owner causes any damage to the Condominium Parcel, the Condominium Improvements, the Shared Equipment or the Common Improvements, that Retail Owner shall, at its sole cost and expense, promptly repair and restore the damage thereto.

2.6 Loading Dock. Pursuant to the Parcels I, J and KL REA, the Owners of the Property have been granted certain rights to the Loading Dock (as defined in the Parcels I, J and KL REA. In connection with the Retail Owners exercise of such rights, Condominium Owner hereby grants to each Retail Owner, their respective tenants and their respective contractors and suppliers, a non-exclusive easement as shown on Exhibit G (collectively, "**Loading Dock Access Easement**") to the use of those portions of Lower Levels 4 and 5 of the Condominium Parcel to access the Loading Dock for the efficient delivery or dispatch of materials, supplies, goods and refuse to and from each Retail Parcel. The Loading Dock Access Easement shall be accessible and available for use by the Owners (and their respective tenants, contractors and suppliers) at all times and shall remain clear of storage materials at all times. The rules and regulations governing the use of the Loading Dock Access Easement by each Owner and their tenants, contractors and suppliers, including user scheduling, when agreed to between the Owners shall be attached hereto as Exhibit "G-1", and upon adoption, such rules and regulations may only be modified with the approval of the Owners, such approval not to be unreasonably withheld. Condominium Owner shall maintain the Loading Dock Access Easement in a clean and sightly condition, in accordance with all applicable laws and in such a manner which will not allow any health hazards, vermin or noxious odors to exist as a result thereof.

2.7 Refuse. Pursuant to the Parcels I, J and KL REA, the Owners of the Property have been granted certain rights to locate, place, maintain and remove trash receptacles, (including, but not limited to, dumpsters) for the disposal of the refuse generated by each Retail Parcel in the Loading Dock. In connection with the Retail Owners exercise of such rights, Condominium Owner hereby grants to each Retail Owner, their respective tenants and their respective contractors and suppliers, a non-exclusive easement to use the Loading Dock Access Easement for ingress and egress to the Retail Trash Area for the efficient delivery or dispatch of refuse to and from the Retail Parcel access the area shown on Exhibit "G", attached hereto and made a part hereof (the "**Retail Trash Area**"). To the extent any part of the Retail Trash Area is located on the Condominium Parcel, then Condominium Owner hereby grants to each Retail Owner, their respective tenants and their respective contractors and suppliers, a non-exclusive easement to (i) use the any portion of the Retail Trash Area located on the Condominium Parcel to locate, place, maintain and remove trash receptacles, (including, but not limited to, dumpsters) for the disposal of the refuse generated by each Retail Parcel, and (ii) to use those Loading Dock Access Easement for ingress and egress to the Retail Trash Area for the efficient delivery or dispatch of refuse to and from the Retail Parcel. Condominium Owner and each Retail Owner shall maintain their applicable trash rooms and areas in a clean and sightly condition, in accordance with all applicable laws and in such a



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manner which will not allow any health hazards, vermin or noxious odors to exist as a result thereof.

2.8 Emergency Access. Condominium Owner hereby grants to Retail Two Owner, and its respective tenants, contractors, licensees, invitees, permittees and guests, a non-exclusive easement for ingress and egress by persons, materials and equipment in an Emergency Situation on, over, across and through the service corridors and stairs located on the Condominium Parcel (collectively, the "**Service Corridors**"). For purposes of this Declaration, "**Emergency Situation**" means: (a) a situation impairing or imminently likely to impair structural support or any Improvements critical to the operation of the Building as a whole or to the operation of any component part thereof; (b) a situation causing or imminently likely to cause bodily injury to persons or substantial physical damage to all or any portion of the Building or any property within or about the Building; or (c) a situation which materially interferes with the beneficial use by any Owner of its Parcel. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

2.9 Garage. Condominium Owner hereby grants to each Retail Owner, and their respective tenants, contractors, licensees, invitees, permittees and guests: (i) a non-exclusive easement for ingress and egress by persons, materials and equipment over, across and through the Condominium Garage for purposes of ingress and egress to the Loading Dock, and (ii) a non-exclusive easement to locate, place, maintain and remove supplemental mechanical systems more particularly described in Exhibit "E" and Exhibit "F", provided that the location thereof does not unreasonably interfere with the operations of the Condominium Improvements.

2.10 Use of the Public Elevator. Condominium Owner hereby grants to each Retail Owner and respective tenants, contractors, licensees, invitees, permittees and guests a non-exclusive easement for ingress and egress by persons on, over, across and through that certain elevator serving as Public Elevator as defined in the Parcels I, J and KL REA.

2.10 Use of Outdoor Area. Condominium Owner hereby grants to Retail Two Owner and its tenants, licensees, invitees, permittees and guests the exclusive right to use that portion of the Condominium Parcel adjacent to and in front of Retail One Parcel (the "**Outdoor Area**"), as further delineated on the plans attached hereto as Exhibit G.

2.11 Property Benefited. The easements granted in this Article II are for the benefit of and appurtenant to each Retail Parcel, are perpetual (except as otherwise provided in Section 2.5 above) and run with the land.

## ARTICLE III

### EASEMENTS APPURTENANT TO THE CONDOMINIUM PARCEL AND RIGHTS RESERVED

3.1 Support. Each Retail Owner hereby grants to Condominium Owner, non-exclusive easements in the locations as shown on the Plans for support of those Supports of whatever nature now or hereafter constructed or existing in each Retail

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Parcel as may be reasonably necessary or which may be required by applicable laws, codes, ordinances or permits, for or in connection with the support of that portion of the Building and the Improvements constructed in the Condominium Parcel. Nothing contained in this Section 3.1 shall be construed to allow Condominium Owner the right to require additional Supports in that portion of the Building constructed in each Retail Parcel beyond those set forth in the Plans, or to increase the support requirements of that portion of the Building constructed in the Condominium Parcel beyond those set forth in the Plans. Condominium Owner shall be responsible for the maintenance, repair, and replacement of the Supports, and, in connection therewith, shall have the right to enter into each Retail Parcel to make such repairs, provided, however, that Condominium Owner shall, except in an Emergency Situation, provide each Retail Owner with prior written notice of its election to make said repairs and Condominium Owner's maintenance, repair, and replacement shall be performed in such a manner as to minimize interference with the use of each Retail Parcel by each Retail Owner and their respective tenants, licensees, permittees and guests.

3.2 Common Walls, Ceilings and Floors. Each Retail Owner hereby grants to Condominium Owner, non-exclusive easements for support and enclosure with respect to those walls, ceilings and horizontal slabs, if any, constructed in and along the common boundaries of each Retail Parcel and the Condominium Parcel.

3.3 Equipment and Utilities. Each Retail Owner hereby grants to Condominium Owner and its contractors the following: (a) a non-exclusive easement and right to install, own, use, maintain and repair that certain equipment listed or designated on Exhibit "H" attached hereto and made a part hereof (including, but not limited to, the right to run all accompanying wires, pipes, connectors, ducts and conduits through each Retail Parcel to the Condominium Parcel as necessary to operate such equipment), or such other equipment (either similar or functionally equivalent) which may, from time to time, replace said equipment (the foregoing collectively referred to as the "**Condominium Owner's Equipment**"), at, and only at, the locations in each Retail Parcel shown on or referred to in the Plans or otherwise installed in the initial construction of the Building; (b) a non-exclusive easement and right to connect the Condominium Owner's Equipment to those systems serving each Retail Parcel or to the Shared Equipment located on each Retail Parcel, on which such Condominium Owner's Equipment is dependent for operation at the points of connection shown on or referred to in the Plans or otherwise existing at the initial construction of the Building, provided that Condominium Owner shall be obligated to pay its equitable share of the cost relating to its use of such systems or Shared Equipment as reasonably determined by each Retail Owner; (c) to the extent not encompassed by the foregoing, a non-exclusive easement and right to maintain utility lines (including, but not limited to, the right to gas, water, electricity, sewer, and telephone and other communications lines, together with all accompanying wires, pipes, connectors and conduits) at said locations and points of connection in each Retail Parcel existing at the initial construction of the Building or at such other locations and points of connection approved by each Retail Owner, such approval not to be unreasonably withheld or delayed; (d) a non-exclusive easement and right to inspect, maintain, repair and replace the Shared Equipment and the Common Improvements located on each Retail Parcel; and (e) with respect of all of the foregoing, a right of access to said locations and points of connection on each Retail

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Parcel for the purposes set forth in this Section 3.3 subject to any applicable terms and conditions contained in this Declaration.

3.4 Construction Easements. Subject to the terms of Section 10.1, with respect to, and in connection with, the initial development of the Condominium Parcel, the initial construction of those Improvements which exclusively serve the Condominium Parcel, including other improvements and finish work being made to the Condominium Parcel by Condominium Owner (collectively, the "**Condominium Improvements**"), and the initial construction of the Shared Equipment and Common Improvements located on the Condominium Parcel, each Retail Owner hereby grants to Condominium Owner a temporary, non-exclusive easement to enter each Retail Parcel to: (i) construct the Condominium Improvements, and (ii) store equipment, supplies and materials in or on each Retail Parcel, all as may be reasonably necessary in order to construct the Condominium Improvements and those portion of the Building and any Shared Equipment and Common Improvements located within the Condominium Parcel. The easement and all other rights granted to Condominium Owner in or by the provisions of this paragraph shall terminate and be of no force or effect automatically (and without notice or action of any kind) upon completion of the Condominium Improvements and those portions of the Building, Shared Equipment and Common Improvements located within the Condominium Parcel (the "**Completion Date**"); provided, however, that in the event that any portion of either Retail Parcel opens for business to the general public prior to the Completion Date (the "**Operating Retail Space**"): (i) said easement and other rights granted herein shall terminate with respect to the Operating Retail Space and any exterior access thereto; and (ii) Condominium Owner shall, to the extent possible, restrict its construction equipment and activities to those portions of the Total Tract that will not interfere with the business of the occupant of the Operating Retail Space, or block access to or the visibility of the Operating Retail Space.

Subject to the terms of Section 10.1, with respect to, and in connection with, any exterior or interior changes to be made to the Condominium Parcel (pursuant to Sections 1.2 and 1.3 above), from time to time, after the initial construction of the Condominium Parcel and the Condominium Improvements, each Retail Owner hereby grants Condominium Owner a temporary, non-exclusive easement to enter the Retail Parcel for the purpose of constructing said changes. The easements and all other rights granted to Condominium Owner in or by the provisions of this paragraph shall exist from the commencement of said changes to the Condominium Parcel until the completion thereof.

If, in the performance of said construction, Condominium Owner causes any damage to either Retail Parcel, any Retail Improvements, the Shared Equipment or the Common Improvements, Condominium Owner shall, at its sole cost and expense, promptly repair and restore the damage thereto.

3.5 Property Benefited. The easements granted in this Article III are for the benefit of and appurtenant to the Condominium Parcel, are perpetual (except as otherwise provided in Section 3.4 above) and run with the land.

## ARTICLE IV

### FURTHER RIGHTS RESERVED

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4.1 Changes in Use. Except as expressly prohibited or limited by other provisions of this Declaration, including, but not limited to, Sections 5.3, 5.4 and 5.5, each Owner shall have the right to change, from time to time, the use of those portions of the Improvements owned by such Owner in any manner as such Owner may desire, provided only that: (i) there shall be no material interference with the easement rights granted herein to the other Owners, (ii) each Parcel shall remain restricted and limited to any uses permitted by the applicable zoning ordinance (or such variances, special use permits or other authorizations or approvals which may be obtained), and (iii) the Condominium Parcel shall remain restricted and limited to residential apartment and condominium uses (including ancillary parking and certain ancillary uses customary to condominium developments of similar nature and quality provided to the owners of the condominium units (the "**Ancillary Uses**", including without limitation, valet laundry services, car wash, fitness and wellness services (including massage), salon, convenience store).

4.2 Signs and Awnings.

A. Notwithstanding Section 1.2(A) hereof, for so long as Declarant, or an affiliate, parent or subsidiary company, is a Retail Owner of either Retail Parcel, either Retail Owner shall have the right to place and maintain awnings, signs and other similar types of displays (collectively, the "**Signs**") on the exterior of the Building (including, without limitation, Signs for each retail business established in either Retail Parcel displaying the name or trade name of such business). Condominium Owner hereby grants to either Retail Owner and their respective tenants a perpetual exclusive easement and right to install, own, use, maintain, repair and replace the Signs on the exterior of the Building. Both Retail Owners shall, at all times, observe, comply with, and abide by the zoning ordinance (subject to any variances, special use permits or other relief therefrom that may be obtained from time to time) and any other applicable law applicable to the Signs. Each Retail Owner shall have the right to change any then-existing Signs, including the type or size thereof. If the Condominium Owner desires to install any Signs for its own use, other than a Sign displaying the name and address of the Condominium on that portion of the Building located within the Condominium Parcel, the type and location of such Signs shall be approved in advance by each Retail Owner, such approval not to be unreasonably withheld. Each Owner shall, at its sole cost and expense, inspect, maintain, repair and replace, as and when necessary, its Signs.

B. Upon the conveyance of both Retail One Parcel and Retail Two Parcel to a party(ies) that is not Declarant nor an affiliate, subsidiary or parent company of Declarant and notwithstanding Section 1.2(A) hereof, Retail One Owner and Retail Two Owner shall have then have right to place and maintain Signs on the Building located within their applicable Retail Parcel for each retail business established in the Retail Parcel displaying the name or trade name of such business. Condominium Owner hereby grants to each Retail Owner and its tenants a perpetual exclusive easement and right to install, own, use, maintain, repair and replace the Signs on those portions of the Building located within the Condominium Parcel which are twenty-five (25) feet above the Retail Parcel. Each Retail Owner shall, at all times, observe, comply with, and abide by the zoning ordinance (subject to any variances, special use permits or other relief therefrom that may be obtained from time to time) and any other applicable law applicable to the Signs. Each Retail

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Owner shall have the right to change any then-existing Signs, including the type or size thereof, provided that said changes do not materially adversely affect the economic value of the Condominium Parcel. If the Condominium Owner desires to install any Signs on that portion of the Building located within the Condominium Parcel, the type and location of such Signs shall be approved in advance by the Retail Owner, such approval not to be unreasonably withheld. Each Owner shall, at its sole cost and expense, inspect, maintain, repair and replace, as and when necessary, its Signs.

4.3 Rules and Regulations. Subject to all the terms and conditions of this Declaration, and except to the extent (if any) expressly prohibited or limited by other provisions of this Declaration, with respect to the particular portion of the Building owned by each Owner, such Owner shall have the right to make and adopt from time to time reasonable rules and regulations, which shall only be applicable to the respective Parcel owned by the Owner that adopts such rules and regulations, for the protection and welfare of those tenants, invitees, licensees and other occupants of that portion of the Building owned by such Owner, provided such rules and regulations do not diminish, impede, impair or interfere with the use or enjoyment by the other Owners of its Parcel(s) or of the easements or rights granted to it or them by this Declaration. This Section shall not be construed to permit any impairment of the easements or other rights and privileges created by this Declaration.

4.4 Easements for Encroachments. There is hereby granted in favor of each Owner, a perpetual exclusive easement for the ownership, operation and maintenance of Improvements which hereafter encroach upon the Parcel(s) of the other Owners (the "**Other Parcel**"), but only to the extent that said encroachments are caused by unintentional minor deviations in construction or the shifting or settling of the Improvements and do not cause damage to, or impede or impair the use of, the Improvements on the Other Parcel. In addition, to the extent the Improvements, once constructed, materially encroach upon the Other Parcel in such a manner as to materially reduce the other Owner's use of such Other Parcel, an easement is hereby granted to maintain the Improvements in such location, but such grant shall not restrict the other Owner's rights to sue for any damages resulting therefrom. Notwithstanding the foregoing, a valid easement for an encroachment shall in no event be created in favor of any Owner if such encroachment occurred due to the willful conduct of said Owner.

4.5 Ingress-Egress Easement. Each Owner ("**Grantor**") hereby grants to the other Owners (and its tenants, employees, contractors, invitees and guests) ("**Grantee**"), a perpetual non-exclusive easement for ingress and egress to and from Grantee's Parcel by persons, materials and equipment on, over and across those sidewalks and driveways located on the Grantor's Parcel.

## ARTICLE V

### COVENANTS AND RESTRICTIONS

5.1 Zoning. With respect to the current City of Chicago Zoning Code (the "**Zoning Ordinance**"), the parties covenant and agree as follows:



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A. The Retail Parcel and the Condominium Parcel shall at all times constitute a single lot or parcel for the sole purpose of zoning and obtaining building permits. Prior to the date on which a temporary certificate of occupancy for the common elements of the Condominium Parcel is received from the local municipality or governing agency (such date being hereinafter referred to as "**Project Completion**"), the parties hereto covenant and agree that applications for building permits for the Project may be filed and processed solely by the Condominium Owner. The parties hereto covenant and agree that in connection with any applications for building permits and other similar permits that Condominium Owner files and processes prior to Project Completion in order to enable it to construct the Project in accordance with the Plans and as contemplated by the provisions of this Declaration, each Retail Owner hereby authorizes the Condominium Owner to file and process any such applications on its behalf and to act as its duly authorized attorney-in-fact, such power of attorney being a power coupled with an interest, to execute, deliver, and file such applications as may be in furtherance of such aforesaid purposes.

B. Nothing contained in this Section 5.1 or elsewhere in this Declaration shall be construed or applied so as to limit or restrict in any way the right or authority of Retail Owner (or their respective tenants), at any time or from time to time (and without regard to whether construction of the entire Building or any other of the Improvements has been completed), unilaterally and without the consent, approval or joinder of Condominium Owner, to (i) apply for, process and receive any building permits (or other permits, licenses or approvals) for interior or exterior improvements in or on the Retail Parcel, any certificates of occupancy (whether partial, complete, conditional, final or other) relating to all or any part of the Improvements exclusively on or entirely within the Retail Parcel, or any other governmental licenses or permits relating solely to the Retail Parcel, including, without limitation, a license or permit for outdoor dining on the Retail Parcel; (ii) apply for and receive any variations in the application of the Zoning Ordinance or any special use permits relating to the Retail Parcel which do not violate any express prohibitions or restrictions set out in this Declaration, provided that such action does not cause the Condominium Parcel not to comply with the Zoning Ordinance; or (iii) use, occupy, possess, lease or otherwise deal with, in a manner that does not violate any express provision of this Declaration, the Retail Parcel or any Retail Improvements situated exclusively or entirely within the Retail Parcel at any time or from time to time. Condominium Owner shall not oppose publicly or otherwise any request Retail Owner may make to any governmental authority for any building permits, certificates of occupancy or other licenses or permits (including, without limitation, special use permits and zoning variances) authorizing, permitting or relating to Retail Owner's use or occupancy of the Retail Parcel or any Retail Improvements thereon or therein, in a manner that does not violate any express provision of this Declaration, provided that such action does not change the zoning designation for the Condominium Parcel or cause the Condominium Parcel not to comply with the Zoning Ordinance.

C. After Project Completion, applications for building permits or for variations in the application of the Zoning Ordinance or any special use permits which do not violate any of the terms or provisions of this Declaration may be filed and processed solely by the Owner of the Parcel requesting or wishing to file such application and shall not require the joinder of the Owner of the Other Parcel, provided that such action does not change the zoning designation for the Other Parcel or cause the Other Parcel not to comply with the Zoning Ordinance or any other applicable law or

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code. The applicant shall furnish the Owner of the Other Parcel with a copy of such application prior to any such filing or processing.

5.2 Association as Owner. Each Owner hereto covenants and agrees that if all or any part of such Owner's interest in its Parcel (the "**Submitted Parcel**") is hereafter subjected to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time, or to any other form of condominium ownership authorized by applicable law (the "**Condominium Act**"), the association of all of the condominium unit owners of the Submitted Parcel (the "**Association**") acting through a duly elected management board or other body administering such Association in accordance with the Condominium Act (the "**Board of Managers**"), shall have the power and authority to act for and bind all the individual condominium unit owners with respect to all the provisions, terms and conditions of this Declaration. For all purposes of this Declaration, from and after such time as a Parcel is or becomes a Submitted Parcel, the Association shall be deemed to be the "Owner" of the Submitted Parcel, with all the rights, obligations, duties, liabilities and responsibilities of said Owner together with the benefits and burdens of the easements granted in this Declaration. In connection therewith and with this Section 5.2, the Association, through its Board of Managers, shall have whatever powers and authorities are granted in this Declaration to the Owner of the Submitted Parcel. However, notwithstanding the preceding provisions of this Section 5.2 or any other contrary provision of this Declaration, from and after such time as a Parcel is or becomes a Submitted Parcel, any and all liens, charges, security interests or encumbrances of any kind whatsoever (collectively, "**Liens**") which Article VI of this Declaration provides is to be a Lien against or upon a Parcel shall automatically also become and be at all times a Lien upon the entire Submitted Parcel and all components thereof and interests therein, including (without limitation) the fee interest (and all other ownership interests) in each and every condominium unit in or comprising the Submitted Parcel. The provisions of the preceding sentence shall govern and control over all inconsistent or contrary provisions of this Declaration.

5.3 Intentionally Omitted.

5.4 Restrictions on Use of Retail Parcel. Retail Owner covenants and agrees that it shall not occupy or use the Retail Parcel (or permit the use or occupancy of the Retail Parcel) for any purpose or in any manner which: (i) is unlawful or in violation of any applicable legal, governmental or quasi-governmental requirement, law, ordinance or rule (including the Board of Fire Underwriters); (ii) is immoral, obscene, or pornographic; (iii) uses the Retail Parcel as a dance hall, currency exchange, off-track betting business, a billiard or pool hall, for bingo or similar games of chance, a game arcade (except if ancillary to another permitted use and then only if it is operated in such a manner as to not violate any provisions of this Declaration), or an adult bookstore or adult video tape store or other "adult use" as defined in the Chicago Zoning Ordinance in effect as of the date hereof or (iv) is prohibited under the Parcels I, J or KL REA. In addition, the Retail Owner shall not use the Retail Parcel for any of the following: (1) the installation of any amplifiers or similar devices, or the use in or about its portion of the Building of any advertising medium which may be heard or experienced outside its portion of the Building, such as flashing lights, spot lights, loud speakers, phonographs, or radio broadcasts, except speakers may be placed inside and outside a restaurant operated on the Retail Parcel and music may be played in or about any such restaurant which may

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be heard or experienced outside the Retail Parcel at a reasonable level as part of normal business operations of a restaurant; (2) the burning of any papers, trash, or garbage of any kind; (3) the conduct of any auction, fire, bankruptcy, liquidation, or going out of business sale; (4) the use of perimeter sidewalks for retail sales, provided the term retail sales shall not be interpreted to mean the operation of a restaurant; (5) any activity that creates any dangerous hazard, including the storage, display, or sale of explosives; or (6) pet shop, veterinary clinic, or animal raising.

5.5 Restrictions on Use of Condominium Parcel. The Condominium Owner covenants and agrees that without the prior written consent of each Retail Owner, the Condominium Parcel, excluding the Ancillary Users permitted by Section 4.1 hereof, will be used solely for first-class private, single-family residential apartments or condominium units (including parking spaces therefor) in accordance with the Zoning Ordinance. The Condominium Owner further covenants and agrees that it shall not occupy or use the Condominium Parcel (or permit the use or occupancy of the Condominium Parcel) for any purpose or in any manner which: (i) is unlawful or in violation of any applicable legal, governmental or quasi-governmental requirement, ordinance or rule (including the Board of Fire Underwriters); (ii) may be dangerous to persons or property; or (iii) may create a nuisance to any other occupant of the building or neighboring property or injure the reputation of the Building.

5.6 No Overloading. Each Owner does hereby covenant and agree that it will not permit that portion of the Building constructed on and located within its Parcel to be used or occupied so as to exceed the load-bearing capacity for said portion of the Building as designed and constructed.

5.7 Damage to and Repair of Improvements; Apportionment of Costs. Except as otherwise provided in this Section, each Owner shall cause that portion of the Improvements located in its Parcel always to be in good condition and repair. If any portion of the Improvements is damaged or destroyed by fire or other casualty, any repair, restoration or construction performed in connection therewith shall comply with all of the following standards: (a) such repair, restoration or construction shall result in improvements as architecturally, functionally and aesthetically identical as is practically possible to the Improvements existing prior to such damage or destruction, unless prohibited by law or unless the Owners unanimously agree otherwise; (b) to the extent reasonably possible, such repair, restoration or construction work shall be carried out in such manner as not to interfere materially with any of the easements herein granted to either Owner, and the Improvements as repaired, restored or constructed shall be such as fully to permit and facilitate the originally-intended benefits, use and enjoyment of all of, and as not to diminish, limit, interfere with or adversely affect in any way any of, the easements and other rights herein granted to either Owner; (c) such construction shall not have any material adverse effect on the structural integrity of any portion of the Improvements; and (d) the Improvements as so repaired, restored or constructed shall not violate the Zoning Ordinance or any other applicable laws. Each Owner hereto shall, with due diligence, repair, rebuild and restore that portion of the Improvements damaged or destroyed by fire or other casualty which is located within its Parcel (or shall cause the same to be done), and shall do so in compliance with the foregoing standards. Notwithstanding any of the foregoing provisions of this Section to the contrary, it is mutually understood and agreed that:

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A. Each Retail Owner shall own, and pay and be solely responsible for the maintenance, repair and replacement of all of its respective Retail Owners' Equipment, utility lines, and all pipes, wires, cables and other facilities used to make its connections referred to in Section 2.3 and other related improvements, wherever located, pursuant to the provisions of Section 2.3. Each Retail Owner covenants and agrees that it will keep all such equipment, utility lines and other improvements in good and safe condition and repair. If a Retail Owner operates a restaurant on the Retail Parcel, the Retail Owner's maintenance obligations shall include all waste and exhaust systems, piping, fans, ducts, and related equipment serving solely such Owner's Retail Parcel.

B. Condominium Owner shall own, and pay and be solely responsible for the maintenance, repair and replacement of all of the Condominium Owner's Equipment, utility lines, and all pipes, wires, cables and other facilities used to make its connections referred to in Section 3.3 and other related improvements, wherever located, pursuant to the provisions of Section 3.3. Condominium Owner covenants and agrees that it will keep all such equipment, utility lines and other improvements in good and safe condition and repair.

C. Each Owner shall be solely responsible for the finishing, maintenance, repair and replacement of those surfaces of the common walls, ceilings and floors, if any, referred to in Sections 2.2 and 3.2, which serve as part of the interior of that portion of the Building within such Owner's Parcel. Without limiting the generality of the foregoing, the parties acknowledge that the parking garage ramps and surfaces, including the waterproof membrane therein, shall be the sole responsibility of the Condominium Owner.

D. The Condominium Owner shall inspect, maintain, repair and replace the Shared Equipment and Common Improvements (both as hereinafter defined), wherever located in the Building, with the direct actual cost attributable to any such inspection, maintenance, repair and replacement (the "Shared Cost") to be shared proportionately between the parties hereto in accordance with the Common Maintenance Percentages (as defined below), unless such cost is incurred due to the action or inaction of one of the Owners (or its tenants, contractors, licensees, invitees, permittees and guests) in which event the responsible Owner shall pay such cost. Each Retail Owner shall pay its proportionate share of the Shared Cost to the Condominium Owner within thirty (30) days after receipt of written notice detailing the nature of the work performed and the amount of the Shared Cost. Unless otherwise agreed to in writing by each Retail Owner, each Retail Owner shall not be required to pay all or any portion of its proportionate share of the Shared Cost prior to such work being performed and completed. In the event that the Condominium Owner desires to use its personnel to perform any inspection, maintenance, repair or replacement services relating to the Shared Equipment or Common Improvements, the Shared Cost of such services, as determined by the Condominium Owner, shall be approved in writing by each Retail Owner prior to the performance of said services, such approval not to be unreasonably withheld or delayed. Notwithstanding the foregoing, each Owner shall inspect, maintain, repair, replace, and clean, as and when necessary, at its sole cost and expense, entry doors and hardware (including glass), windows (including glass), landscaping and associated fencing (other than Common Improvements), and light bulbs located on



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that portion of the Building situated within such Owner's Parcel. Each Owner, at its sole cost and expense, shall keep its Parcel clean and free of insects, rodents, vermin, and other pests or unhealthy conditions. To ensure compliance, each Owner (or their respective tenants) shall cause extermination services, including treatment for insects, spiders, rats, mice, moles, and other rodents, to be provided to their respective Parcel by a reputable exterminator on a monthly basis, or more often as required. For purposes of this Declaration, (i) "**Shared Equipment**" shall mean the equipment that services both the Retail Parcel and Condominium Parcel as listed on Exhibit "I" attached hereto and made a part hereof, including such other equipment (either similar or functionally equivalent) which may, from time to time, replace said equipment; (ii) "**Common Improvements**" shall mean those improvements that benefit the Retail Parcel and Condominium Parcel as listed on Exhibit "I" attached hereto and made a part hereof, including such other improvements (either similar or functionally equivalent) which may, from time to time, replace said improvements; and (iii) "**Common Maintenance Percentages**" shall mean Zero and Three Thousand Sixty Hundred and Six Ten-Thousandths Percent (**0.3606%**) with respect to the Retail One Owner, mean Zero and Two Thousand Nine Hundred Fifty-Four Ten-Thousandths Percent (**0.2954%**) with respect to the Retail Two Owner, and Ninety Nine and Three Thousand Four Hundred Forty Ten-Thousandths Percent (**99.3440%**) with respect to the Condominium Owner.

E. The Owners agree that the utilities of each Owner, including but not limited to the exterior lighting and Signs shall, to the maximum extent possible, be separately metered and separately paid for by each such Owner. To the extent that any utilities servicing all of the Retail Parcel and the Condominium Parcel cannot reasonably be separately metered, said utility costs shall be paid proportionately by the parties hereto in accordance with the Common Maintenance Percentages.

F. If all or a substantial part of the Retail Improvements or Condominium Improvements constructed or situated in or on the Retail Parcel or Condominium Parcel, respectively, is damaged or destroyed by fire or other casualty, each of Retail Owner or the Condominium Owner, respectively, shall be required, at its sole cost and expense, to restore or replace said Improvements located on its respective Parcels, making such replacements in accordance with the standards set forth in this Section 5.7 and subject to the Parcels I, J and KL REA; provided, however, that the Owner who incurred the casualty shall be released from its obligation to restore or replace said Improvements if a written release from said obligations is obtained from the other Owners, in its sole and absolute discretion. If at any time any Owner so obligated to repair and restore such damage (the "**Obligated Owner**") shall not proceed diligently with any repair or restoration of such damage which adversely and materially affects an easement in favor of any other Owners or services to be furnished any other Owners under this Declaration, then (i) the other Owners may give written notice to the Obligated Owner specifying the respect or respects in which such repair or restoration is not proceeding diligently and, if, upon expiration of ten (10) days after the receipt of such notice, any such repair or restoration work is still not proceeding diligently, then the other Owners may perform such repair and restoration and may take all appropriate steps to carry out the same; or (ii) in an Emergency Situation, the other Owners may immediately perform such repair or restoration and may take all appropriate steps to carry out the same. The other Owners in so performing such repair and restoration shall be entitled to use any insurance proceeds (and any other monies held for such repair and restoration



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pursuant to the immediately succeeding paragraph) which are available as a result of any such damages, for application to the cost and expense of any such repair or restoration and shall also be entitled to reimbursement upon demand from the Obligated Owner for all costs and expenses incurred by the other Owners in excess of said insurance proceeds (and any other monies held for such repair and restoration). For purposes of this Subparagraph, architects' and engineers' fees, construction manager's fees, attorneys' fees, consultants' fees, title insurance premiums and other similar costs and expense relating to repair or restoration shall be included in the costs and expenses of any such repair or restoration.

If the cost and expense of performing any repair and restoration provided for in this Subparagraph shall exceed the amount of available insurance proceeds, if any, paid by reason of the damage, then such excess cost and expense, including the cost of any applicable deductible under the insurance policy (or the entire amount of such cost and expense, if there are no insurance proceeds) shall be borne by the Owners in proportion to the cost and expense of repairing to their former condition their respective portions of the Building, and any Owner may require that the Owners make deposit of security for the payment of their respective share of such excess costs into a joint account or escrow with a mutually-agreeable financial institution or title insurance company located in downtown Chicago, Illinois.

Upon completion of the repair and restoration of any damage to the Building, any remaining insurance proceeds from the Building Insurance Policy (as defined in Section 5.8 below) paid by reason of such damage shall be refunded to each Owner in proportion to the ratio of insurance proceeds attributed to such Owner's portion of the Building by the insurer to the total insurance proceeds made available by the insurer for the repair and restoration. The right of any Owner to payment of excess insurance proceeds, if any, shall be subject to the rights of the Parcel Mortgagees for such portion of the Building.

## 5.8 Insurance.

(A) The Owners shall procure and maintain a policy of Commercial Property Insurance (the "**Building Insurance Policy**") insuring against loss or damage to the Building, including without limitation all Improvements within the Building (exclusive of betterments and improvements made to the standard-grade condominium units initially offered for sale by Condominium Owner and tenant improvements made to the Retail Parcel) (the "**Covered Improvements**"), pursuant to an "all risk" or a broad scope of "covered perils" form of coverage (which shall, at a minimum, contain the coverages enumerated in Insurance Services Office, Inc. Broad Causes of Loss Form, together with insurance for loss of rental income or business interruption and extra expense and insurance against boiler and machinery risks, on a comprehensive, blanket basis covering the Building and Covered Improvements on a repair or replacement basis) for an amount not less than one hundred percent (100%) of the Full Insurable Value (as hereinafter defined) of the Building and the Covered Improvements therein. The Building Insurance Policy shall name the Owners as insureds as their interests may appear. The Building Insurance Policy shall be written on a repair and replacement cost basis. Each Owner shall be responsible to pay its proportionate cost of the premiums payable with respect to the Building Insurance Policy proportionately based on the Full Insurable Value of their respective portions of the Building, including the Covered improvements therein. For

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purposes of this Section, "**Full Insurable Value**" means actual replacement cost of the Building and the Covered Improvements therein, exclusive of the cost of: (i) excavation, foundations and footings below the lowest basement floor; (ii) betterments and improvements made to the standard-grade condominium units initially offered for sale by Condominium Owner; and (iii) tenant improvements made to the Retail Parcel.

(B) The Owners shall procure and maintain a commercial general liability insurance policy covering claims for personal and bodily injury, death or property damage occurring in, on, within, upon or about the Total Tract, or any portion thereof, or as a result of operations thereon or the actions of any Owner. Such insurance shall have limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate with additional umbrella liability insurance coverage of not less than \$25,000,000, if reasonably available. The commercial general liability insurance policy shall include the Owners as insureds as their interests may appear. Each Owner shall be responsible to pay its proportionate cost of the premiums payable with respect to such policy proportionately in accordance with the Common Maintenance Percentages.

(C) Insurance policies required by this Section shall be purchased from insurance companies authorized to transact business in the State of Illinois who shall hold a current A.M. Best's Rating of "A-" or better and an A.M. Best's Financial Size Category of not less than VIII or an equivalent rating from another industry recognized agency.

(D) All of the policies of insurance required to be obtained by the Owners pursuant to this Section: (i) shall provide that the knowledge or acts or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under such policy; (ii) shall provide by endorsement or otherwise, that the insurance shall not be invalidated should any of the insureds under the policy waive in writing prior to a loss any or all rights of recovery against any party for loss occurring to the property insured under the policy; and (iii) shall endeavor to provide, except as otherwise provided by law, for a minimum of thirty (30) days' advance written notice of cancellation, non-renewal or material modification thereof, except that ten (10) days' advance written notice shall be required with respect to non-payment of premium.

(E) Limits of liability or types of insurance specified in this Section shall be reviewed by the Owners no less often than once every two (2) years at least thirty (30) days' before the expiration of each policy to determine if such limits, deductible amounts and types of insurance are reasonable and prudent in view of the type, place and amount of risk to be transferred, are in compliance with this Section and whether, on a risk management basis, additional types of insurance or endorsements against special risks should be carried or whether required coverages or endorsements should be deleted. Initially, deductible amounts for insurance required under subparagraphs (A) and (B) above shall not exceed \$100,000. Such limits shall be increased or decreased, deductible amounts increased or decreased, or types of insurance shall be modified, if justified, based upon said annual review, and upon the approval of any such increase, decrease or modification by the Owners, the Owners shall, at any Owner's election, execute an instrument in recordable form evidencing such increase, decrease or modification, which any

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Owner may record with the Recorder as a supplement to this Declaration; provided that no agreement regarding a decrease in limits of liability, an increase in the deductible amounts, or elimination of any types of coverages shall be effective without the written consent of the Owners and the Parcel Mortgagees (as defined in Section 10.3).

(F) Should any Owner fail to pay its share of the premiums or other costs for any of the joint policies, then any other Owner may pay the defaulting Owner's share of such costs in which event the other Owner shall have the remedies stated in Article VI hereof.

(G) Notwithstanding anything to the contrary contained herein, each of the Owners, for itself, its insurers and for each party claiming under, by or through such Owner, hereby waives all claims for recovery from the other Owners for any loss or damage to any of its property insured hereunder or otherwise insured by said Owner.

(H) Notwithstanding anything to the contrary contained herein, the Owners shall comply with the terms and conditions of Article 11 of the Parcels I, J and KL REA that apply to their respective Parcels.

5.9 Lien Claims. If, by reason of labor or material furnished or claimed to have been furnished to or on behalf of or at the request of an Owner ("**Benefited Party**"), any mechanic's, materialman's or similar lien or liens shall be placed, at any time or times, upon any part of the Parcel owned by or easements benefiting any other Owner, the Benefited Party covenants and agrees that it will: (i) notify the other Owner of the existence of such lien promptly after learning of its existence; and (ii) within thirty (30) days after its receipt of written demand to do so from the other Owner, cause said lien or liens to be released, bonded over or title-insured over in a manner reasonably satisfactory to the other Owner and, if the other Owner's Parcel is encumbered by a Parcel Mortgage (as hereinafter defined in Section 10.3), cause said lien or liens to be contested in the manner specified in such Parcel Mortgage. If the Benefited Party fails to comply with the provisions of the preceding sentence within the time period provided for therein, the other Owner may, after giving thirty (30) days prior written notice thereof to the Benefited Party and the failure of the Benefited Party to cure within such thirty (30) day period, pay all amounts necessary to release such lien or liens (but only if it obtains, and duly records in the appropriate real estate records of Cook County, Illinois, a recordable full, complete and final waiver, release and satisfaction of such lien or liens duly executed and acknowledged by all holders of such liens) without inquiry as to the validity thereof and it shall then be entitled to reimbursement from the Benefited Party for such payment in accordance with the provisions of Article VI.

## ARTICLE VI

### REMEDIES

6.1 Reimbursement and Liens. Any Owner required to pay another Owner by the terms of this Declaration shall do so within ten (10) business days after its receipt of a written demand therefor accompanied by such backup or supporting documentation (including, without limitation, invoices, statements for payment, and receipts or other evidences of payment), if any, as the Owner from whom payment is

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demanded may reasonably request. If at any time any Owner shall fail within such ten (10) day period to pay the other Owner then demanding such payment ("**Damaged Party**") any amount which the defaulting Owner is obligated to pay the Damaged Party pursuant to this Declaration, then, in addition to any other rights or remedies, the Damaged Party shall have a lien, upon the recording of a notice of lien in the office of the Recorder of Deeds of Cook County, Illinois against the Parcel owned by the defaulting Owner to secure payment of such amount and to secure payment of all interest accruing thereon pursuant to the provisions of Section 6.2. The notice of lien shall identify this Declaration, the original parties hereto, the date of recording this Declaration in said office and the recording number of such recording and state the name of the Damaged Party, the name of the defaulting Owner, the amount then due the Damaged Party, and the Parcel (by its legal description) to which such lien is to attach. Said lien shall remain in full force and effect until such amount and interest are paid in full or it has otherwise been released pursuant to a recordable written instrument of full, complete and final release signed by the Damaged Party. Said lien may be foreclosed by a proceeding in equity or at law, all as provided by, and in accordance with, applicable law.

6.2 Interest. In event of the failure of the Defaulting Party (as defined in Section 6.4 below) to so pay the Damaged Party within said ten (10) day period, interest shall accrue on the unpaid amount from the date of such demand to the date of such payment at a rate of interest equal to the floating rate which is equal to three percent (3%) per annum in excess of the annual rate of interest from time to time announced by Bank of America or any successor thereto as its base or prime or reference rate of interest, or if a base or reference rate is not announced or available, then interest shall accrue at the annual rate of eighteen percent (18%).

6.3 Priority of Liens. The liens provided for in Section 6.1 shall take precedence and have priority over any mortgage or other encumbrance which may be a lien on the Parcel and Improvements owned by the Defaulting Party, other than a mortgage or trust deed recorded prior to the recording of the notice of lien as hereinafter provided, irrespective of whether the amounts secured by such mortgage or trust deed are disbursed before or after the recording of said notice of lien.

6.4 Other Remedies. In addition to the remedies stated in this Declaration, if at any time any Owner shall fail, after the expiration of ten (10) business days after receiving written notice of a payment default, to make any payment required to be made hereunder or, after the expiration of thirty (30) days after receiving written notice of a non-payment default, to perform any other covenants or agreements herein contained (the "**Defaulting Party**"), then the other Owners shall have (subject to the limitations in Section 6.5): (i) all rights and remedies at law or in equity, including but not limited to the right to specifically enforce such covenant or agreement or the right to enjoin such violation; and (ii) in the case of a non-payment default, upon prior written notice given to the Defaulting Party, the right to perform any obligation as to which the Defaulting Party is in default, which in such event (a) the other Owners shall have a temporary non-exclusive easement of access on and across the Defaulting Party's Parcel to the extent reasonably necessary to perform the Defaulting Party's obligation, and (b) all costs and expenses reasonably incurred by the other Owners in performing such defaulted obligation shall be payable to the other Owners in accordance with Section 6.1 above. Notwithstanding anything to the contrary contained in the preceding sentence, if any such non-payment default

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cannot be reasonably cured within the thirty (30) day cure period, such failure shall not constitute an event of default hereunder so long as the Defaulting Party promptly commences to cure such default after notice from the other Owner and thereafter continuously prosecutes the curing of such default to completion. In addition, in the event of a final judicial determination of default hereunder, the non-prevailing Owner shall be obligated to pay all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the prevailing Owners in successfully enforcing or defending an action pursuant to or in connection with this Declaration.

6.5 Limitation of Liability. The enforcement of any rights or obligations contained in this Declaration against any Owner shall be limited to the interest of such Owner in its Parcel and the Improvements located thereon. No judgment against any Owner shall be subject to execution on, or be a lien on, any property or assets of such Owner other than that Owner's interest in its Parcel and the Improvements located thereon.

## ARTICLE VII

### ESTOPPEL CERTIFICATES

Each Owner (the "**certifying Owner**") shall, from time to time at reasonable intervals (and in no event more frequently than once in any period of 180 consecutive days), within ten (10) business days after written request from another Owner (the "**requesting Owner**") having a reasonable business purpose therefor (which purpose shall be described in such written request), execute, acknowledge and deliver to the requesting Owner, a certificate stating:

(A) That the terms and provisions of this Declaration are unmodified or, if modified, identifying the modification agreements,

(B) Whether the certifying Owner has actual knowledge of, or has given the requesting Owner written notice of the existence of any default hereunder by the requesting Owner which has not yet been cured and, if so, specifying the nature and extent of such default;

(C) The total amount of all liens (if any) then being asserted hereunder by the certifying Owner against the requesting Owner; and

(D) Such other matters as may be reasonably requested.

## ARTICLE VIII

### NOTICES

All notices, demands, elections, consents, approvals or other communications required, permitted or desired to be given or served hereunder shall be in writing and shall be delivered personally, or sent by United States registered or certified mail, postage prepaid, return receipt requested, or by overnight express courier, postage prepaid, and addressed to the parties at their respective addresses set forth below,



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and the same shall be effective upon receipt if delivered personally or by overnight express courier, or three (3) business days after deposit if mailed.

If to the Retail One Owner:

211 North Harbor Drive Owner LLC  
30 S. Wacker Drive, Suite 2400  
Chicago, Illinois 60606  
Attention: Theodore Weldon III

With a copy to:

c/o Lendlease Americas Inc.  
200 Park Avenue, 9<sup>th</sup> Floor  
New York, New York 10166  
Attn: General Counsel

If to the Retail Two Owner:

211 North Harbor Drive Owner LLC  
30 S. Wacker Drive, Suite 2400  
Chicago, Illinois 60606  
Attention: Theodore Weldon III

With a copy to:

c/o Lendlease Americas Inc.  
200 Park Avenue, 9<sup>th</sup> Floor  
New York, New York 10166  
Attn: General Counsel

If to the Condominium Owner:

The Cirrus Condominium Association  
30 S. Wacker Drive, Suite 2400  
Chicago, Illinois 60606  
Attention: Theodore Weldon III

With a copy to:

c/o Lendlease Americas Inc.  
200 Park Avenue, 9<sup>th</sup> Floor  
New York, New York 10166  
Attn: General Counsel

Any Owner may change its address for receipt of notices hereunder by written notice given to the other Owners at least ten (10) business days prior to the effective date of such change, which notice shall specify its new notice address (which must be in the United States of America and which must be not greater than three in total number of names of addressees and their respective addresses). So long as any Parcel is subject to the Condominium Act, (i) the other Owners may, but shall not be

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obligated to, give personal notice to any individual condominium unit owner, notice to the Association, through its Board of Managers, hereby being deemed sufficient, and (ii) the Association alone, through its Board of Managers, shall be empowered to give notice on behalf of any or all individual condominium unit owners under this Declaration, which notice shall be binding on the individual condominium unit owners.

## ARTICLE IX

### REAL ESTATE TAXES

9.1 Tax Division. When separate real estate tax bills are received, the Condominium Owner shall pay the real estate taxes, special assessments and any and all other taxes and assessments of every kind or nature levied upon all or any portion of the Condominium Parcel, and the Retail Owner shall pay the real estate taxes, special assessments and any and all other taxes and assessments of every kind or nature levied upon all or any portion of the Retail Parcel. Each owner of a condominium unit located within a Submitted Parcel shall pay the real estate taxes, special assessments, and any and all other taxes and assessments of every kind or nature levied upon his or her unit ownership.

#### 9.2 Apportionment of Real Estate Taxes.

(A) At any time that the Condominium Parcel and the Retail Parcel are not separately assessed and taxed, each Owner shall pay its respective portion of such real estate taxes, special assessments and any and all other taxes and assessments of every kind or nature levied upon or with respect to the Total Tract. Condominium Owner and Retail Owner will allocate taxes to the Condominium Parcel and Retail Parcel proportionally, based upon the Common Maintenance Percentages, except in the event a certificate of occupancy is issued for only one of the Parcels, in which event the tax allocation shall be subject to equitable adjustment as agreed to by the Owners.

(B) Upon receipt of the undivided real estate tax bills for the Total Tract, Retail Owner shall promptly forward a copy of same to Condominium Owner together with Retail Owner's initial determination of their respective shares of such tax bills pursuant to the apportionment method stated in subparagraph (A) above. Condominium Owner shall provide written notice within ten (10) business days of its receipt of such determination of any objection(s) thereto, in which event Condominium Owner and Retail Owner shall cooperate with each other and reach a fair and reasonable agreement as to the determination of their respective shares of such tax bills. In the event Condominium Owner does not provide any such written notice of objection, Condominium Owner shall deliver to Retail Owner a cashier's or certified check made payable to the Cook County Collector for its allocable share of the tax bills within ten (10) days after the objection period expires. Retail Owner shall no later than fifteen (15) days prior to the due date for such payment, forward such check from Condominium Owner together with Retail Owner's share of the undivided tax bills to the Cook County Collector and shall forward a copy of the receipt for same to Condominium Owner when it is received. In the event an Owner shall fail to pay its share of any tax or other charge which is due and which such Owner is

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obligated to pay pursuant to this Article IX, such non-paying Owner shall be liable for the amount of such Owner's share of the tax or other charge, including the amount of any interest or penalty amounts accrued thereon.

(C) If Retail Owner attempts to obtain a lowering of the assessed valuation upon the Total Tract or takes other action for the purpose of reducing taxes thereon with respect to any period prior to the time that the Condominium Parcel and the Retail Parcel are separately assessed and taxed, Condominium Owner shall cooperate with Retail Owner in such attempt and shall share in the costs incurred in proportion to its share of the real estate taxes. Any refund received as a result of such action shall be apportioned between Condominium Owner and Retail Owner in the same manner as the real estate taxes are shared. Nothing contained herein shall affect the independent right of each Owner to protest taxes and other charges to the extent the same affect only such Owner's Parcel.

9.3 Failure to Pay Taxes. If, prior to the time separate tax bills are obtained, any Owner (the "**Defaulting Owner**") shall fail to pay any tax or other charge, or share thereof, which is due and which the Defaulting Owner is obligated to pay pursuant to this Article IX, and if such unpaid tax or charge is a lien or encumbrance on the portion of the Total Tract owned by another Owner, or if any lawful authority would have the right to sell or otherwise foreclose against the portion of the Total Tract owned by another Owner or extinguish any easement benefiting another Owner by reason of such nonpayment, or subjects another Owner to personal liability for the same, then such other Owner may, after ten (10) days' written notice to the Defaulting Owner, pay such tax or charge, or share thereof, together with any interest and penalties thereon, and the Defaulting Owner shall, upon demand, reimburse the other Owner for the amount of such payment, including the amount of any interest or penalty amounts accrued thereon together with interest on the monies advanced by the other Owner from the date of such demand to the date of the Defaulting Owner's payment, at a rate of interest equal to the floating rate which is equal to three percent (3%) per annum in excess of the annual rate of interest from time to time announced by Bank of America or any successor thereto as its base or prime or reference rate of interest, or if a base or reference rate is not announced or available, then interest shall accrue at the annual rate of eighteen percent (18%).

9.4 Applicability. Those provisions of this Article IX which relate to the issuance of an undivided real estate tax bill for the Total Tract shall only apply to an undivided tax bill issued for the tax year 2022 (and any subsequent tax years for which bills are issued on an undivided basis for the Total Tract).

## ARTICLE X

### MISCELLANEOUS PROVISIONS

10.1 Minimal Interference. Subject to all the terms and conditions of this Declaration, in fulfilling obligations and exercising rights under this Declaration and in constructing, repairing, maintaining or restoring any improvements on or in either its Parcel or in the portions of any other Owner's Parcel in which it has been granted an appropriate easement for such construction, repair, maintenance or restoration, each

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Owner shall, to the greatest extent practical, minimize interference with any other Owner's (and its tenants', licensees', invitees', permittees' and guests') property, operations, and use and enjoyment of its Parcel and its easements and rights granted hereunder and, to that end, will (except to the extent that emergency conditions do not permit it) give to the other Owners reasonable (and in all events not less than ten (10) business days') advance notice of work which may interfere with the property or operations of the other Owners (or its tenants, licensees, or permittees) and will (except to the extent that emergency conditions do not permit it) arrange with the other Owners for reasonable and definite times and conditions at and under which such work shall be done provided that, in non-Emergency Situations where the work would adversely affect the business operations conducted on another Owner's Parcel, the Owner shall use reasonable efforts to perform the work outside of the other Owner's normal business hours. Without limitation of the foregoing, an immediate need to repair or replace utility lines which service a Parcel and which run through another Parcel shall be deemed an Emergency Situation hereunder and the Owner of such affected Parcel shall have the right to immediately enter the other Parcel at any time to make necessary repairs.

10.2 Term. This Declaration and each easement, covenant, provision and restriction contained in this Declaration shall remain in full force and effect unless and until this Declaration has been fully and completely released of record by a written instrument executed by the Owners. Easements created hereunder shall not be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of the Building subject to an easement, unless the Owner benefited by such easement states in writing its intention to abandon the easement, provided that the consent of the Parcel Mortgagee shall also be required with respect to any such abandonment.

10.3 Rights of Certain Mortgagees. The provisions of this Section 10.3 shall apply to and benefit only a person or entity (a "**Parcel Mortgagee**") who holds a note secured by a first mortgage or first trust deed (a "**Parcel Mortgage**") on the entire Retail Parcel or the entire Condominium Parcel (a "**Mortgaged Parcel**"). Without limiting the generality, scope or breadth of the preceding sentence, the provisions of this Section 10.3 shall not apply to or benefit any mortgagee, trustee under or beneficiary of a deed of trust, or other lienor or encumbrancer whose mortgage, deed of trust, lien or encumbrance burdens or encumbers any one or more condominium units which may at any time be created or established, or which may exist, in, as part of or in connection with any Submitted Parcel. Any Parcel Mortgagee shall have the right, but not the obligation, to cure during or within thirty (30) days after the cure periods applicable to the Defaulting Party as provided in Section 6.4 hereof, any failure of performance or other default hereunder by the owner of the Mortgaged Parcel.

10.4 Release from Liability. Each Owner hereby releases the other Owners hereto, its beneficiaries and its directors, officers, partners, members, managers, agents and employees from all loss, liability, damage and expense arising from its negligent acts or omissions that are covered by the insurance required to be obtained by the Owners pursuant to Section 5.8 hereof, or any other insurance procured by said Owner.

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10.5 Amendments. This Declaration may be amended, changed, modified or cancelled only by the provisions of a written agreement executed by all of the Owners to this Declaration, or their respective successors and assigns, and duly recorded in the real estate records of Cook County, Illinois. Each Owner covenants and agrees that if its Parcel becomes a Submitted Parcel (as defined herein) under the Condominium Act, such Owner shall cause the Condominium Declaration and/or the Bylaws executed and recorded in connection therewith to contain a provision that any change, modification, amendment, termination or cancellation of, or consent, approval, permission, release or other action under or concerning this Declaration requiring execution or other action by the submitting Owner may be authorized or approved by a majority of the members of the Board of Managers and effectuated, done, accomplished and evidenced by a document or instrument executed in the name of the Association by the president or any other executive officer of said Association and that upon such authorization or approval and execution, such change, modification, amendment or cancellation shall be the act of, and shall be binding on, such Submitted Parcel, and upon such Association and all condominium unit owners without being executed by each or any condominium unit owner of a Submitted Parcel or any parties claiming under or through them.

10.6 Third Parties. Except as may be specifically set forth in this Declaration with respect to rights of Parcel Mortgagees, nothing contained in this Declaration is intended to create any third-party beneficiary rights in favor of anyone not a party to this Declaration, it being mutually understood and agreed that the terms and provisions of this Declaration shall be for the sole benefit of the Owners hereto and their respective successors and assigns.

10.7 No Waiver. No provision of this Declaration shall be deemed to have been waived by any Owner except to the extent (if any) such waiver is expressly set out in a writing signed by the Owner making such waiver. The failure of any Owner to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Declaration, shall not be deemed a waiver thereof or prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation.

10.8 Headings. Headings and captions used in this Declaration are for convenience only and are not intended to interpret or change the meaning of any of the terms or provisions of this Declaration.

10.9 Successors and Assigns. Whether or not specific reference is made to successors and assigns in each term or provision of this Declaration, all of the terms and provisions of this Declaration shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, and all of the terms and provisions hereof (including, without limitation, all easements and covenants set out in this Declaration) shall run with the land both as a benefit and burden thereon.

10.10 Severability. If any provision of this Declaration or the application thereof is held invalid for any reason, the invalidity shall not affect the other provisions or any other application of this Declaration which can be given effect without the invalid provisions or application, and to this end, all the provisions of this Declaration are declared to be severable.



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10.11 Rule Against Perpetuities. If the rule against perpetuities or any other rule of law limits the time during which any provision of this Declaration shall be effective, then each such provision shall continue to be effective until twenty-one (21) years after the death of the last survivor of all of the Aldermen of the City of Chicago, serving at the date of execution of this Declaration, and all of their children and grandchildren living on the date of execution of this Declaration.

10.12 Cooperation. In fulfilling obligations and exercising rights under this Declaration, the Owners shall cooperate with each other to promote the efficient operation of each respective portion of the Total Tract and the harmonious relationship amongst them and to protect the value of each of their respective portions, estate or interest in the Total Tract, including, but not limited to, the coordination of any landscape plan for the Total Tract and the obtaining of insurance for the Improvements, including the Building. To that end, each Owner shall share with the other Owners information which it possesses relating to matters which are the subject of this Declaration, except such information as such Owner may reasonably deem confidential or which may be the subject of litigation and which such Owner is prohibited from revealing pursuant to court order. From time to time after the date hereof, each Owner shall furnish, execute and acknowledge, without charge (except where elsewhere provided herein): (i) such other instruments, documents, materials and information as the other Owners may reasonably request in order to confer to such requesting Owner the benefits contemplated hereby, but only so long as any such request does not restrict or abridge the benefits granted to the other Owners, and (ii) such grants or easements to and agreements with utility companies as the other Owners may reasonably request in order to enable such utility company to furnish utility service, as required by such requesting Owner, provided that the Parcel Mortgagees have first consented in writing to such easements.

10.13 Force Majeure. The Owners shall diligently perform their respective obligations set forth herein. No Owner shall be deemed to be in default in the performance of any obligation created under or pursuant to this Declaration, other than an obligation requiring the payment of a sum of money, if and as long as non-performance of such obligation shall be directly caused by fire or other casualty, national emergency, governmental or municipal laws or restrictions, enemy action, flood, civil commotion, strikes, lockouts, unavailability of labor or materials to projects generally in the Chicago metropolitan area, war or national defense preemptions, acts of God, pandemics (including, without limitation, the ongoing effects of the coronavirus pandemic), energy shortages or similar causes beyond the reasonable control of such Owner applicable to projects generally in the Chicago metropolitan area (other than inability to make payment of money) ("**Unavoidable Delay**") and the time limit for such performance shall be extended for a period equal to the period of any such Unavoidable Delay. The Owner unable to perform (hereinafter in this Article the "**Non-Performing Owner**") shall notify the other Owners in writing of the existence and nature of any Unavoidable Delay within a reasonable time after the onset of any such Unavoidable Delay. The Non-Performing Owner shall, from time to time upon written request of the other Owners, keep such other Owners fully informed, in writing, of all further developments concerning any such Unavoidable Delay. If non-performance is due to an Unavoidable Delay affecting the Non-Performing Owner which does not affect such other Owner's self-help remedy provided for elsewhere in this Declaration and which is otherwise exercisable for

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such non-performance, then notwithstanding such Unavoidable Delay, such other Owner shall still be entitled to the self-help remedy exercisable only under reasonable circumstances with respect to those obligations to have been performed by the Non-Performing Owner which are the subject of Unavoidable Delay.

## 10.14 Intentionally Omitted.

10.15 Period of Limitation. Actions to enforce any right, claim or lien under this Declaration shall be commenced within three (3) years immediately following the date the cause of action accrued or is first known of by the claimant, whichever is later, or such other shorter period as may be provided by Law.

## 10.16 Lakeshore East Master Declaration.

(A) Voting Member. The Condominium Owner shall serve, and is hereby designated, as the Voting Member (as that term is defined in Section 8.3 of the certain Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East dated as of June 26, 2002, and recorded July 2, 2002 with the Cook County Recorder as Document No. 0020732020, together with all amendments thereto (collectively, the "**Lakeshore East Master Declaration**").

(B) All payments which are required to be paid by the Total Tract pursuant to the Lakeshore East Master Declaration shall be a Shared Cost to be shared proportionately between the parties hereto in accordance with the Common Maintenance Percentages. Each Retail Owner shall pay its proportionate share of such Shared Cost to the Condominium Owner within thirty (30) days after receipt of written notice from the Condominium Owner.

10.17 Parcels I, J and KL REA. All payments which are required to be paid by the Total Tract pursuant to Sections 8.1 (A-E), (G-I), (K), (L), (N) and 8.3(E and H) of the Parcels I, J and KL REA shall be a Shared cost to be shared proportionately between the parties hereto in accordance with the Common Maintenance Percentages. Each Retail Owner shall pay its proportionate share of such Shared Cost to the Condominium Owner within thirty (30) days after receipt of written notice from the Condominium Owner.

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## CONSENT OF MORTGAGEE

CIBC Bank USA, an Illinois state chartered bank, holder of a note secured by a Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing on the Total Tract recorded with the Recorder of Deeds of Cook County, Illinois, on February 24, 2020, as Document No. 2005501178, hereby consents to the execution of and recording of the above and foregoing Declaration of Easements, Reservations, Covenants and Restrictions, and hereby subordinates said mortgage to the provisions of the foregoing Declaration.

IN WITNESS WHEREOF, said Lender has caused this instrument to be signed by its duly authorized officers on its behalf at Chicago, Illinois, on this 3 day of MARCH, 2022.

CIBC Bank USA, an Illinois state chartered bank

By: Caroline Duke  
Its: Officer

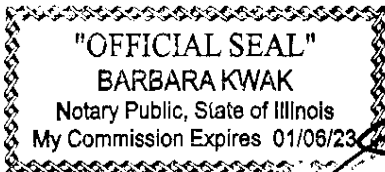
ATTEST:

MJ Morfield  
Its: Officer

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, Barbara Kwak a Notary Public in and for said County and State, do hereby certify that Caroline Duke and Michelle Morefield the officer and officer, respectively, of CIBC Bank USA, an Illinois state chartered bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officer and officer appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Lender, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3 day of March, 2022.



Barbara Kwak  
Notary Public

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## LIST OF EXHIBITS

EXHIBIT "A"	TOTAL TRACT
EXHIBIT "B"	RETAIL ONE PARCEL
EXHIBIT "C"	RETAIL TWO PARCEL
EXHIBIT "D"	CONDOMINIUM PARCEL
EXHIBIT "E"	RETAIL ONE OWNER'S EQUIPMENT (2.3)
EXHIBIT "F"	RETAIL TWO OWNER'S EQUIPMENT (2.3)
EXHIBIT "G"	LOADING DOCK ACCESS EASEMENT (2.6), OUTDOOR AREA (2.10), AND RETAIL TRASH AREA (2.7)
EXHIBIT "G-1"	LOADING DOCK ACCESS EASEMENT RULES AND REGULATIONS (2.6)
EXHIBIT "H"	CONDOMINIUM OWNER'S EQUIPMENT (3.3)
EXHIBIT "I"	SHARED EQUIPMENT (5.6(D))
EXHIBIT "J"	COMMON IMPROVEMENTS (5.6(D))



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## EXHIBIT A

### TOTAL TRACT

THAT PART OF LOTS 8, 9, 10 AND 21 ALL TAKEN AS A TRACT, IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, SAID TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 8 WHICH IS 49.86 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH  $00^{\circ}06'31''$  WEST ALONG THE EASTERLY LINE OF SAID LOTS 8 AND 9 A DISTANCE OF 139.90 FEET TO A POINT OF NON TANGENT CURVE; THENCE SOUTHWESTERLY 71.34 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 5719.58 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH  $04^{\circ}24'33''$  WEST A DISTANCE OF 71.34 FEET; THENCE CONTINUING SOUTH  $04^{\circ}45'49''$  WEST ALONG SAID EASTERLY LINE OF LOT 9, A DISTANCE OF 104.17 FEET TO THE SOUTH MOST SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH  $89^{\circ}53'29''$  WEST ALONG THE SOUTH MOST SOUTH LINE OF SAID LOTS 9 AND 10, A DISTANCE OF 195.89 FEET TO THE INTERSECTION WITH A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE SAID LOTS 10 AND 21; THENCE NORTH  $00^{\circ}06'31''$  EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 330.89 FEET TO THE INTERSECTION WITH A LINE DRAWN 65.89 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH  $89^{\circ}53'29''$  EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 41.53 FEET; THENCE SOUTH  $00^{\circ}06'31''$  WEST PARALLEL WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 16.03 FEET; THENCE SOUTH  $89^{\circ}53'29''$  EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 168.16 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH

THAT PART OF LOTS 10 AND 21 TAKEN AS A TRACT IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +16.86 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21 WITH A LINE DRAWN 150.31 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 10; THENCE NORTH  $89^{\circ}53'29''$  WEST ALONG SAID LINE DRAWN 150.31 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 10 A DISTANCE OF 38.09 FEET; THENCE NORTH  $00^{\circ}06'31''$  EAST 151.33 FEET; THENCE SOUTH  $89^{\circ}53'29''$  EAST 38.09 FEET TO SAID LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21; THENCE SOUTH  $00^{\circ}06'31''$  WEST ALONG THE LAST MENTIONED PARALLEL LINE 151.33 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

THAT PART OF LOTS 10 AND 21 TAKEN AS A TRACT IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST

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FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +25.85 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +16.86 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21 WITH A LINE DRAWN 90.03 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 10; THENCE NORTH 89°53'29" WEST ALONG SAID LINE DRAWN 90.03 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 10 A DISTANCE OF 20.94 FEET; THENCE SOUTH 00°06'31" WEST 14.42 FEET; THENCE NORTH 89°53'29" WEST 3.39 FEET; THENCE SOUTH 00°06'31" WEST 15.71 FEET; THENCE NORTH 89°53'29" WEST 15.23 FEET; THENCE NORTH 00°06'31" EAST 2.00 FEET; THENCE NORTH 89°53'29" WEST 65.39 FEET; THENCE NORTH 00°06'31" EAST 17.75 FEET; THENCE NORTH 89°41'48" WEST 17.28 FEET; THENCE NORTH 00°06'31" EAST 76.81 FEET; THENCE NORTH 15°06'31" EAST 52.50 FEET; THENCE SOUTH 74°53'29" EAST 18.04 FEET; THENCE SOUTH 15°06'31" WEST 8.43 FEET; THENCE SOUTH 74°53'29" EAST 7.27 FEET; THENCE NORTH 15°06'31" EAST 2.46 FEET; THENCE SOUTH 89°53'29" EAST 47.64 FEET; THENCE NORTH 00°06'31" EAST 80.00 FEET; THENCE NORTH 00°25'51" WEST 24.23 FEET; THENCE NORTH 89°11'33" WEST 18.81 FEET; THENCE NORTH 00°06'31" EAST 7.55 FEET; THENCE NORTH 74°53'29" WEST 8.15 FEET; THENCE NORTH 15°06'31" EAST 1.19 FEET; THENCE NORTH 74°53'29" WEST 8.53 FEET; THENCE SOUTH 15°06'31" WEST 2.36 FEET; THENCE NORTH 74°53'29" WEST 17.08 FEET; THENCE NORTH 15°06'31" EAST 52.28 FEET TO THE NORTH LINE OF SAID LOT 21; THENCE SOUTH 89°53'29" EAST ALONG THE NORTH LINE OF SAID LOT 21 A DISTANCE OF 37.22 FEET; THENCE SOUTH 00°06'31" WEST 7.64 FEET; THENCE SOUTH 45°06'31" WEST 8.76 FEET; THENCE SOUTH 00°06'31" WEST 49.00 FEET; THENCE SOUTH 89°55'07" EAST 10.15 FEET; THENCE SOUTH 00°25'51" EAST 28.77 FEET; THENCE SOUTH 89°53'29" EAST 35.06 FEET TO SAID LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21; THENCE SOUTH 00°06'31" WEST ALONG THE LAST MENTIONED PARALLEL LINE 183.36 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

THAT PART OF LOTS 10 AND 21 TAKEN AS A TRACT IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.84 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +25.85 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH MOST SOUTH LINE OF SAID LOT 10 WITH A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21; THENCE NORTH 00°06'31" EAST ALONG SAID PARALLEL LINE 157.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47°04'00" WEST 30.59 FEET; THENCE NORTH 89°53'29" WEST 8.20 FEET; THENCE SOUTH 00°06'31" WEST 1.33 FEET; THENCE NORTH 89°53'29" WEST 10.13 FEET; THENCE SOUTH 00°06'31" WEST 74.42 FEET; THENCE NORTH 89°53'29" WEST 64.54 FEET; THENCE NORTH 00°06'31" EAST 6.75 FEET; THENCE NORTH 89°53'29" WEST 17.75 FEET; THENCE SOUTH 00°06'31" WEST

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4.50 FEET; THENCE NORTH 89°53'29" WEST 40.18 FEET TO THE WEST LINE OF SAID LOT 10; THENCE NORTH 00°06'31" EAST ALONG THE WEST LINE OF SAID LOT 10 A DISTANCE OF 124.50 FEET; THENCE SOUTH 89°53'29" EAST 43.15 FEET; THENCE NORTH 00°06'31" EAST 11.48 FEET; THENCE SOUTH 74°53'29" EAST 0.37 FEET; THENCE NORTH 15°06'31" EAST 12.07 FEET; THENCE EASTERLY 16.33 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 15.92 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS NORTH 75°43'40" EAST A DISTANCE OF 15.62 FEET; THENCE SOUTH 74°53'29" EAST 1.49 FEET; THENCE SOUTH 15°04'56" WEST 8.90 FEET; THENCE SOUTH 74°53'29" EAST 10.82 FEET; THENCE SOUTH 15°06'31" WEST 9.15 FEET; THENCE SOUTH 89°53'29" EAST 7.92 FEET; THENCE NORTH 15°06'31" EAST 16.00 FEET; THENCE SOUTH 74°53'29" EAST 32.13 FEET; THENCE EASTERLY 9.94 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 40.96 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS SOUTH 67°57'21" EAST A DISTANCE OF 9.91 FEET; THENCE SOUTH 00°06'31" WEST 3.44 FEET; THENCE SOUTH 89°53'29" EAST 3.78 FEET; THENCE NORTH 00°06'31" EAST 162.15 FEET; THENCE SOUTH 89°53'29" EAST 38.09 FEET TO A POINT ON SAID LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21; THENCE SOUTH 00°06'31" WEST ALONG THE LAST MENTIONED PARALLEL LINE 198.58 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

THAT PART OF LOTS 10 AND 21 TAKEN AS A TRACT IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.51 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.84 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21 WITH A LINE DRAWN 177.39 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 10; THENCE NORTH 89°53'29" WEST ALONG SAID LINE DRAWN 177.39 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 10 A DISTANCE OF 10.06 FEET; THENCE SOUTH 48°56'52" WEST 41.19 FEET; THENCE SOUTH 00°06'31" WEST 12.68 FEET; THENCE SOUTH 56°20'53" WEST 3.30 FEET; THENCE NORTH 89°53'29" WEST 51.61 FEET; THENCE NORTH 00°06'31" EAST 11.93 FEET; THENCE NORTH 89°53'29" WEST 7.27 FEET; THENCE SOUTH 00°06'31" WEST 12.43 FEET; THENCE NORTH 89°53'29" WEST 19.78 FEET; THENCE NORTH 00°06'31" EAST 58.93 FEET; THENCE SOUTH 89°53'29" EAST 2.42 FEET; THENCE NORTH 00°06'31" EAST 5.19 FEET; THENCE SOUTH 74°53'29" EAST 0.42 FEET; THENCE NORTH 15°06'31" EAST 12.07 FEET; THENCE EASTERLY 16.33 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 15.92 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS NORTH 75°43'40" EAST A DISTANCE OF 15.62 FEET; THENCE SOUTH 74°53'29" EAST 1.49 FEET; THENCE SOUTH 15°04'56" WEST 8.90 FEET; THENCE SOUTH 74°53'29" EAST 10.54 FEET; THENCE SOUTH 00°06'31" WEST 8.91 FEET; THENCE SOUTH 89°53'29" EAST 5.82 FEET; THENCE NORTH 15°06'31" EAST 16.00 FEET; THENCE SOUTH 74°53'29" EAST 32.13 FEET; THENCE EASTERLY 10.03 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 40.96 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS SOUTH 67°53'22" EAST A DISTANCE OF 10.01 FEET; THENCE SOUTH 00°06'30" WEST 3.39 FEET; THENCE SOUTH 89°53'29" EAST 3.70 FEET; THENCE NORTH 00°06'31" EAST 162.15 FEET; THENCE SOUTH 89°53'29" EAST 38.09 FEET TO A POINT ON SAID LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST

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LINE OF SAID LOTS 10 AND 21; THENCE SOUTH 00°06'31" WEST ALONG THE LAST MENTIONED PARALLEL LINE 178.96 FEET TO THE POINT OF BEGINNING;

**(EXCEPT**

THAT PART OF LOTS 8 AND 21 ALL TAKEN AS A TRACT, IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.84 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +25.85 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 21 WITH A LINE DRAWN 65.89 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89°53'29" EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 41.53 FEET; THENCE SOUTH 00°06'31" WEST PARALLEL WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 16.03 FEET TO A POINT ON A LINE DRAWN 49.86 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89°53'29" EAST ALONG THE LAST MENTIONED PARALLEL LINE, 168.16 FEET TO A POINT ON THE EAST LINE OF SAID LOT 8; THENCE SOUTH 00°06'31" WEST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 39.38 FEET; THENCE NORTH 89°53'29" WEST 41.00 FEET; THENCE NORTH 00°06'31" EAST 0.50 FEET; THENCE NORTH 89°53'29" WEST 168.70 FEET TO A POINT ON SAID LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE LOT 21 AFORESAID; THENCE NORTH 00°06'31" EAST ALONG THE LAST MENTIONED PARALLEL LINE 54.91 FEET TO THE POINT OF BEGINNING;

**ALSO EXCEPT**

THAT PART OF LOTS 8 AND 21 ALL TAKEN AS A TRACT, IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.51 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.84 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 21 IN LAKESHORE EAST SUBDIVISION AFORESAID WITH A LINE DRAWN 65.89 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89°53'29" EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 41.53 FEET; THENCE SOUTH 00°06'31" WEST PARALLEL WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 16.03 FEET TO A POINT ON A LINE DRAWN 49.86 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89°53'29" EAST ALONG THE LAST MENTIONED PARALLEL LINE, 168.16 FEET TO A POINT ON THE EAST LINE OF SAID LOT 8; THENCE SOUTH 00°06'31" WEST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 38.88 FEET; THENCE NORTH 89°53'29" WEST 209.69 FEET TO A POINT ON SAID LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 21 AFORESAID;

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THENCE NORTH 00°06'31" EAST ALONG THE LAST MENTIONED PARALLEL LINE 54.91 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

PIN: 17-10-400-046-0000  
17-10-400-047-0000

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387



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## EXHIBIT B

### RETAIL ONE PARCEL

#### RETAIL PARCEL 1 (LL 5)

THAT PART OF LOTS 9 AND 10 ALL TAKEN AS A TRACT, IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

(A)

THAT PART OF SAID TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +22.62 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +6.08 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 16.65 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 10 WITH A LINE DRAWN 57.02 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 9; THENCE NORTH 00°06'31" EAST PARALLEL WITH THE EAST LINE OF SAID LOT 10, A DISTANCE OF 34.44 FEET; THENCE SOUTH 89°53'29" EAST 33.42 FEET TO A POINT HEREINAFTER DESIGNATED POINT "A", SAID POINT HAVING AN ELEVATION OF +22.62 FEET ABOVE CHICAGO CITY DATUM; THENCE SOUTH 00°06'31" WEST 34.44 FEET; THENCE NORTH 89°53'29" WEST 1.05 FEET; THENCE NORTH 00°06'31" EAST 3.19 FEET; THENCE NORTH 89°53'29" WEST 7.43 FEET; THENCE SOUTH 00°06'31" WEST 3.19 FEET; THENCE NORTH 89°53'29" WEST 24.94 FEET, TO THE POINT OF BEGINNING;

(B)

TOGETHER WITH THAT PART OF SAID TRACT LYING BELOW AN INCLINED PLANE DEFINED BY SAID POINT "A" AND THE HEREINAFTER DESCRIBED POINTS "B" AND "C" AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +6.08 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT SAID POINT "A"; THENCE SOUTH 00°06'31" WEST 34.44 FEET TO THE AFOREMENTIONED POINT "B", SAID POINT HAVING AN ELEVATION OF +22.62 FEET ABOVE CHICAGO CITY DATUM; THENCE SOUTH 89°53'29" EAST 34.59 FEET TO THE AFOREMENTIONED POINT "C", SAID POINT HAVING AN ELEVATION OF +18.58 FEET ABOVE CHICAGO CITY DATUM; THENCE NORTH 00°06'31" EAST 34.44 FEET; THENCE NORTH 89°53'29" WEST 34.59 FEET TO THE POINT OF BEGINNING;

(C)

TOGETHER WITH THAT PART OF SAID TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +15.28 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +6.08 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT SAID POINT "C"; THENCE NORTH 00°06'31" EAST 34.44 FEET; THENCE SOUTH 89°53'29" EAST 35.84 FEET; THENCE SOUTH 00°06'31" WEST 34.44 FEET; THENCE NORTH 89°53'29" WEST 19.67 FEET; THENCE NORTH 00°06'31" EAST 3.23 FEET; THENCE NORTH 89°53'29" WEST 7.59 FEET; THENCE SOUTH 00°06'31" WEST 3.23 FEET; THENCE NORTH 89°53'29" WEST 8.58 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 3,529 SQUARE FEET OR 0.0810 ACRES, MORE OR LESS.

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## EXHIBIT C

### RETAIL TWO PARCEL

#### RETAIL PARCEL 2 (LL 4)

##### Parcel A

THAT PART OF LOT 9 IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.80 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +16.83 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH MOST SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 89°53'29" WEST ALONG THE SOUTH MOST SOUTH LINE OF SAID LOT 9, A DISTANCE OF 25.74 FEET; THENCE NORTH 00°06'31" EAST 101.09 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°3'36" EAST 10.49 FEET; THENCE NORTH 08°27'06" EAST 2.47 FEET; THENCE NORTH 25°29'24" EAST 7.98 FEET; THENCE NORTH 16°35'34" WEST 2.53 FEET; THENCE NORTH 08°18'35" WEST 10.99 FEET; THENCE NORTH 47°46'39" WEST 2.33 FEET; THENCE NORTH 11°10'18" WEST 19.12 FEET; THENCE SOUTH 79°07'57" WEST 0.74 FEET; THENCE NORTH 14°53'29" WEST 1.33 FEET; THENCE SOUTH 75°06'31" WEST 28.97 FEET; THENCE SOUTH 14°53'29" EAST 11.72 FEET; THENCE SOUTH 75°06'31" WEST 21.57 FEET; THENCE NORTH 14°53'29" WEST 11.72 FEET; THENCE SOUTH 75°06'31" WEST 6.27 FEET; THENCE SOUTH 14°53'29" EAST 9.38 FEET; THENCE SOUTH 75°06'31" WEST 12.53 FEET; THENCE SOUTH 06°25'46" EAST 2.19 FEET; THENCE NORTH 89°53'29" WEST 0.60 FEET; THENCE SOUTH 06°46'29" EAST 11.31 FEET; THENCE SOUTH 45°09'51" EAST 2.47 FEET; THENCE SOUTH 37°50'24" EAST 8.02 FEET; THENCE SOUTH 79°12'37" EAST 2.48 FEET; THENCE SOUTH 70°09'55" EAST 7.92 FEET; THENCE NORTH 68°22'04" EAST 2.52 FEET; THENCE SOUTH 79°48'54" EAST 8.03 FEET; THENCE NORTH 58°52'34" EAST 2.45 FEET; THENCE SOUTH 82°40'25" EAST 10.98 FEET; THENCE NORTH 58°52'06" EAST 2.52 FEET; THENCE SOUTH 80°25'36" EAST 7.97 FEET; THENCE NORTH 53°24'15" EAST 2.47 FEET; THENCE SOUTH 87°08'58" EAST 8.79 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 2,557 SQUARE FEET OR 0.0587 ACRES, MORE OR LESS.

##### Parcel B

THAT PART OF LOT 9 IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +45.10 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.80 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS

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HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH MOST SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 89°53'29" WEST ALONG THE SOUTH MOST SOUTH LINE OF SAID LOT 9, A DISTANCE OF 47.67 FEET; THENCE NORTH 00°06'31" EAST 133.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 75°06'31" EAST 27.38 FEET; THENCE NORTH 14°53'29" WEST 1.28 FEET; THENCE NORTH 79°43'15" EAST 1.62 FEET; THENCE NORTH 11°10'18" WEST 9.29 FEET; THENCE SOUTH 75°06'31" WEST 0.32 FEET; THENCE NORTH 14°53'29" WEST 1.05 FEET; THENCE SOUTH 75°06'31" WEST 29.27 FEET; THENCE SOUTH 14°53'29" EAST 11.47 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 334 SQUARE FEET OR 0.0077 ACRES, MORE OR LESS.

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## EXHIBIT D

### CONDOMINIUM PARCEL

#### PARCEL 1

THAT PART OF LOTS 8, 9, 10 AND 21 ALL TAKEN AS A TRACT, IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +84.24 FEET ABOVE CHICAGO CITY DATUM, SAID TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 8 WHICH IS 49.86 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 00°06'31" WEST ALONG THE EASTERLY LINE OF SAID LOTS 8 AND 9 A DISTANCE OF 139.90 FEET TO A POINT OF NON TANGENT CURVE; THENCE SOUTHWESTERLY 71.34 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 5719.58 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 04°24'33" WEST A DISTANCE OF 71.34 FEET; THENCE CONTINUING SOUTH 04°45'49" WEST ALONG SAID EASTERLY LINE OF LOT 9, A DISTANCE OF 104.17 FEET TO THE SOUTH MOST SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 89°53'29" WEST ALONG THE SOUTH MOST SOUTH LINE OF SAID LOTS 9 AND 10, A DISTANCE OF 195.89 FEET TO THE INTERSECTION WITH A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE SAID LOTS 10 AND 21; THENCE NORTH 00°06'31" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 330.89 FEET TO THE INTERSECTION WITH A LINE DRAWN 65.89 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89°53'29" EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 41.53 FEET; THENCE SOUTH 00°06'31" WEST PARALLEL WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 16.03 FEET; THENCE SOUTH 89°53'29" EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 168.16 FEET TO THE POINT OF BEGINNING,

#### (EXCEPT

THAT PART OF THE ABOVE DESCRIBED TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +93.85 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +84.24 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°06'31" WEST ALONG THE EASTERLY LINE OF SAID TRACT 112.46 FEET; THENCE NORTH 89°53'29" WEST 72.74 FEET; THENCE SOUTH 75°06'31" WEST 24.50 FEET; THENCE SOUTH 14°53'29" EAST 19.73 FEET; THENCE NORTH 75°06'31" EAST 24.50 FEET; THENCE NORTH 14°53'29" WEST 19.73 FEET; THENCE SOUTH 89°53'29" EAST 72.74 FEET TO THE EASTERLY LINE OF SAID TRACT; THE REMAINING COURSES BEING ALONG THE PERIMETER LINES OF SAID TRACT; THENCE SOUTH 00°06'31" WEST 27.44 FEET; THENCE SOUTHERLY 71.34 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 5719.58 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 04°24'33" WEST A DISTANCE OF 71.34 FEET; THENCE SOUTH 04°45'49" WEST 104.17 FEET; THENCE NORTH 89°53'29" WEST 195.89 FEET; THENCE NORTH 00°06'31" EAST 330.89 FEET; THENCE SOUTH 89°53'29" EAST 41.53 FEET; THENCE SOUTH 00°06'31" WEST 16.03 FEET; THENCE SOUTH 89°53'29" EAST 168.16 FEET TO THE POINT OF BEGINNING;

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## ALSO EXCEPT

THAT PART OF THE ABOVE DESCRIBED TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +113.19 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +103.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°06'31" WEST ALONG THE EASTERLY LINE OF SAID TRACT 112.46 FEET; THENCE NORTH 89°53'29" WEST 72.74 FEET; THENCE SOUTH 75°06'31" WEST 24.50 FEET; THENCE SOUTH 14°53'29" EAST 19.73 FEET; THENCE NORTH 75°06'31" EAST 24.50 FEET; THENCE NORTH 14°53'29" WEST 19.73 FEET; THENCE SOUTH 89°53'29" EAST 72.74 FEET TO THE EASTERLY LINE OF SAID TRACT; THE REMAINING COURSES BEING ALONG THE PERIMETER LINES OF SAID TRACT; THENCE SOUTH 00°06'31" WEST 27.44 FEET; THENCE SOUTHERLY 71.34 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 5719.58 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 04°24'33" WEST A DISTANCE OF 71.34 FEET; THENCE SOUTH 04°45'49" WEST 104.17 FEET; THENCE NORTH 89°53'29" WEST 195.89 FEET; THENCE NORTH 00°06'31" EAST 330.89 FEET; THENCE SOUTH 89°53'29" EAST 41.53 FEET; THENCE SOUTH 00°06'31" WEST 16.03 FEET; THENCE SOUTH 89°53'29" EAST 168.16 FEET TO THE POINT OF BEGINNING;

## ALSO EXCEPT

THAT PART OF THE ABOVE DESCRIBED TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +171.19 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +161.54 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°06'31" WEST ALONG THE EASTERLY LINE OF SAID TRACT 112.46 FEET; THENCE NORTH 89°53'29" WEST 72.74 FEET; THENCE SOUTH 75°06'31" WEST 24.50 FEET; THENCE SOUTH 14°53'29" EAST 19.73 FEET; THENCE NORTH 75°06'31" EAST 24.50 FEET; THENCE NORTH 14°53'29" WEST 19.73 FEET; THENCE SOUTH 89°53'29" EAST 72.74 FEET TO THE EASTERLY LINE OF SAID TRACT; THE REMAINING COURSES BEING ALONG THE PERIMETER LINES OF SAID TRACT; THENCE SOUTH 00°06'31" WEST 27.44 FEET; THENCE SOUTHERLY 71.34 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 5719.58 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 04°24'33" WEST A DISTANCE OF 71.34 FEET; THENCE SOUTH 04°45'49" WEST 104.17 FEET; THENCE NORTH 89°53'29" WEST 195.89 FEET; THENCE NORTH 00°06'31" EAST 330.89 FEET; THENCE SOUTH 89°53'29" EAST 41.53 FEET; THENCE SOUTH 00°06'31" WEST 16.03 FEET; THENCE SOUTH 89°53'29" EAST 168.16 FEET TO THE POINT OF BEGINNING;

## ALSO EXCEPT

THAT PART OF THE ABOVE DESCRIBED TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +219.54 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +180.85 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°06'31" WEST ALONG THE EASTERLY LINE OF SAID TRACT 112.46 FEET; THENCE NORTH 89°53'29" WEST 72.74 FEET; THENCE SOUTH 75°06'31" WEST 24.50 FEET; THENCE SOUTH 14°53'29" EAST 19.73 FEET; THENCE NORTH 75°06'31" EAST 24.50 FEET; THENCE NORTH 14°53'29" WEST 19.73 FEET; THENCE SOUTH 89°53'29" EAST 72.74 FEET TO THE EASTERLY LINE OF SAID TRACT; THE REMAINING COURSES BEING ALONG THE PERIMETER LINES OF SAID TRACT; THENCE SOUTH 00°06'31" WEST 27.44 FEET;



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THENCE SOUTHERLY 71.34 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 5719.58 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 04°24'33" WEST A DISTANCE OF 71.34 FEET; THENCE SOUTH 04°45'49" WEST 104.17 FEET; THENCE NORTH 89°53'29" WEST 195.89 FEET; THENCE NORTH 00°06'31" EAST 330.89 FEET; THENCE SOUTH 89°53'29" EAST 41.53 FEET; THENCE SOUTH 00°06'31" WEST 16.03 FEET; THENCE SOUTH 89°53'29" EAST 168.16 FEET TO THE POINT OF BEGINNING;

## ALSO EXCEPT

THAT PART OF THE ABOVE DESCRIBED TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +248.53 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +238.86 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°06'31" WEST ALONG THE EASTERLY LINE OF SAID TRACT 112.46 FEET; THENCE NORTH 89°53'29" WEST 72.74 FEET; THENCE SOUTH 75°06'31" WEST 24.50 FEET; THENCE SOUTH 14°53'29" EAST 19.73 FEET; THENCE NORTH 75°06'31" EAST 24.50 FEET; THENCE NORTH 14°53'29" WEST 19.73 FEET; THENCE SOUTH 89°53'29" EAST 72.74 FEET TO THE EASTERLY LINE OF SAID TRACT; THE REMAINING COURSES BEING ALONG THE PERIMETER LINES OF SAID TRACT; THENCE SOUTH 00°06'31" WEST 27.44 FEET; THENCE SOUTHERLY 71.34 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 5719.58 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 04°24'33" WEST A DISTANCE OF 71.34 FEET; THENCE SOUTH 04°45'49" WEST 104.17 FEET; THENCE NORTH 89°53'29" WEST 195.89 FEET; THENCE NORTH 00°06'31" EAST 330.89 FEET; THENCE SOUTH 89°53'29" EAST 41.53 FEET; THENCE SOUTH 00°06'31" WEST 16.03 FEET; THENCE SOUTH 89°53'29" EAST 168.16 FEET TO THE POINT OF BEGINNING;

## ALSO EXCEPT

THAT PART OF THE ABOVE DESCRIBED TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +287.24 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +277.55 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°06'31" WEST ALONG THE EASTERLY LINE OF SAID TRACT 112.46 FEET; THENCE NORTH 89°53'29" WEST 72.74 FEET; THENCE SOUTH 75°06'31" WEST 24.50 FEET; THENCE SOUTH 14°53'29" EAST 19.73 FEET; THENCE NORTH 75°06'31" EAST 24.50 FEET; THENCE NORTH 14°53'29" WEST 19.73 FEET; THENCE SOUTH 89°53'29" EAST 72.74 FEET TO THE EASTERLY LINE OF SAID TRACT; THE REMAINING COURSES BEING ALONG THE PERIMETER LINES OF SAID TRACT; THENCE SOUTH 00°06'31" WEST 27.44 FEET; THENCE SOUTHERLY 71.34 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 5719.58 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 04°24'33" WEST A DISTANCE OF 71.34 FEET; THENCE SOUTH 04°45'49" WEST 104.17 FEET; THENCE NORTH 89°53'29" WEST 195.89 FEET; THENCE NORTH 00°06'31" EAST 330.89 FEET; THENCE SOUTH 89°53'29" EAST 41.53 FEET; THENCE SOUTH 00°06'31" WEST 16.03 FEET; THENCE SOUTH 89°53'29" EAST 168.16 FEET TO THE POINT OF BEGINNING;

## ALSO EXCEPT

THAT PART OF THE ABOVE DESCRIBED TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +374.19 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +345.27 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

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BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°06'31" WEST ALONG THE EASTERLY LINE OF SAID TRACT 112.46 FEET; THENCE NORTH 89°53'29" WEST 72.74 FEET; THENCE SOUTH 75°06'31" WEST 24.50 FEET; THENCE SOUTH 14°53'29" EAST 19.73 FEET; THENCE NORTH 75°06'31" EAST 24.50 FEET; THENCE NORTH 14°53'29" WEST 19.73 FEET; THENCE SOUTH 89°53'29" EAST 72.74 FEET TO THE EASTERLY LINE OF SAID TRACT; THE REMAINING COURSES BEING ALONG THE PERIMETER LINES OF SAID TRACT; THENCE SOUTH 00°06'31" WEST 27.44 FEET; THENCE SOUTHERLY 71.34 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 5719.58 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 04°24'33" WEST A DISTANCE OF 71.34 FEET; THENCE SOUTH 04°45'49" WEST 104.17 FEET; THENCE NORTH 89°53'29" WEST 195.89 FEET; THENCE NORTH 00°06'31" EAST 330.89 FEET; THENCE SOUTH 89°53'29" EAST 41.53 FEET; THENCE SOUTH 00°06'31" WEST 16.03 FEET; THENCE SOUTH 89°53'29" EAST 168.16 FEET TO THE POINT OF BEGINNING;

## ALSO EXCEPT

THAT PART OF THE ABOVE DESCRIBED TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +546.50 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +383.82 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°06'31" WEST ALONG THE EASTERLY LINE OF SAID TRACT 112.46 FEET; THENCE NORTH 89°53'29" WEST 72.74 FEET; THENCE SOUTH 75°06'31" WEST 24.50 FEET; THENCE SOUTH 14°53'29" EAST 19.73 FEET; THENCE NORTH 75°06'31" EAST 24.50 FEET; THENCE NORTH 14°53'29" WEST 19.73 FEET; THENCE SOUTH 89°53'29" EAST 72.74 FEET TO THE EASTERLY LINE OF SAID TRACT; THE REMAINING COURSES BEING ALONG THE PERIMETER LINES OF SAID TRACT; THENCE SOUTH 00°06'31" WEST 27.44 FEET; THENCE SOUTHERLY 71.34 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 5719.58 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 04°24'33" WEST A DISTANCE OF 71.34 FEET; THENCE SOUTH 04°45'49" WEST 104.17 FEET; THENCE NORTH 89°53'29" WEST 195.89 FEET; THENCE NORTH 00°06'31" EAST 330.89 FEET; THENCE SOUTH 89°53'29" EAST 41.53 FEET; THENCE SOUTH 00°06'31" WEST 16.03 FEET; THENCE SOUTH 89°53'29" EAST 168.16 FEET TO THE POINT OF BEGINNING;), ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 2

THAT PART OF LOTS 8, 9, 10 AND 21 ALL TAKEN AS A TRACT, IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +84.24 FEET ABOVE CHICAGO CITY DATUM, SAID TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 8 WHICH IS 49.86 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 00°06'31" WEST ALONG THE EASTERLY LINE OF SAID LOTS 8 AND 9 A DISTANCE OF 139.90 FEET TO A POINT OF NON TANGENT CURVE; THENCE SOUTHWESTERLY 71.34 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 5719.58 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 04°24'33" WEST A DISTANCE OF 71.34 FEET; THENCE CONTINUING SOUTH 04°45'49" WEST ALONG SAID EASTERLY LINE OF LOT 9, A DISTANCE OF 104.17 FEET TO THE SOUTH MOST SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 89°53'29" WEST ALONG THE SOUTH MOST SOUTH LINE OF SAID LOTS 9 AND 10, A

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DISTANCE OF 195.89 FEET TO THE INTERSECTION WITH A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE SAID LOTS 10 AND 21; THENCE NORTH  $00^{\circ}06'31''$  EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 330.89 FEET TO THE INTERSECTION WITH A LINE DRAWN 65.89 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH  $89^{\circ}53'29''$  EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 41.53 FEET; THENCE SOUTH  $00^{\circ}06'31''$  WEST PARALLEL WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 16.03 FEET; THENCE SOUTH  $89^{\circ}53'29''$  EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 168.16 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH  
**PARCEL P-1**

THAT PART OF LOTS 10 AND 21 TAKEN AS A TRACT IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +16.86 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21 WITH A LINE DRAWN 150.31 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 10; THENCE NORTH  $89^{\circ}53'29''$  WEST ALONG SAID LINE DRAWN 150.31 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 10 A DISTANCE OF 38.09 FEET; THENCE NORTH  $00^{\circ}06'31''$  EAST 151.33 FEET; THENCE SOUTH  $89^{\circ}53'29''$  EAST 38.09 FEET TO SAID LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21; THENCE SOUTH  $00^{\circ}06'31''$  WEST ALONG THE LAST MENTIONED PARALLEL LINE 151.33 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH  
**PARCEL P-2**

THAT PART OF LOTS 10 AND 21 TAKEN AS A TRACT IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +25.85 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +16.86 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21 WITH A LINE DRAWN 90.03 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 10; THENCE NORTH  $89^{\circ}53'29''$  WEST ALONG SAID LINE DRAWN 90.03 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 10 A DISTANCE OF 20.94 FEET; THENCE SOUTH  $00^{\circ}06'31''$  WEST 14.42 FEET; THENCE NORTH  $89^{\circ}53'29''$  WEST 3.39 FEET; THENCE SOUTH  $00^{\circ}06'31''$  WEST 15.71 FEET; THENCE NORTH  $89^{\circ}53'29''$  WEST 15.23 FEET; THENCE NORTH  $00^{\circ}06'31''$  EAST 2.00 FEET; THENCE NORTH  $89^{\circ}53'29''$  WEST 65.39 FEET; THENCE NORTH  $00^{\circ}06'31''$  EAST 17.75 FEET; THENCE NORTH  $89^{\circ}41'48''$

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WEST 17.28 FEET; THENCE NORTH 00°06'31" EAST 76.81 FEET; THENCE NORTH 15°06'31" EAST 52.50 FEET; THENCE SOUTH 74°53'29" EAST 18.04 FEET; THENCE SOUTH 15°06'31" WEST 8.43 FEET; THENCE SOUTH 74°53'29" EAST 7.27 FEET; THENCE NORTH 15°06'31" EAST 2.46 FEET; THENCE SOUTH 89°53'29" EAST 47.64 FEET; THENCE NORTH 00°06'31" EAST 80.00 FEET; THENCE NORTH 00°25'51" WEST 24.23 FEET; THENCE NORTH 89°11'33" WEST 18.81 FEET; THENCE NORTH 00°06'31" EAST 7.55 FEET; THENCE NORTH 74°53'29" WEST 8.15 FEET; THENCE NORTH 15°06'31" EAST 1.19 FEET; THENCE NORTH 74°53'29" WEST 8.53 FEET; THENCE SOUTH 15°06'31" WEST 2.36 FEET; THENCE NORTH 74°53'29" WEST 17.08 FEET; THENCE NORTH 15°06'31" EAST 52.28 FEET TO THE NORTH LINE OF SAID LOT 21; THENCE SOUTH 89°53'29" EAST ALONG THE NORTH LINE OF SAID LOT 21 A DISTANCE OF 37.22 FEET; THENCE SOUTH 00°06'31" WEST 7.64 FEET; THENCE SOUTH 45°06'31" WEST 8.76 FEET; THENCE SOUTH 00°06'31" WEST 49.00 FEET; THENCE SOUTH 89°55'07" EAST 10.15 FEET; THENCE SOUTH 00°25'51" EAST 28.77 FEET; THENCE SOUTH 89°53'29" EAST 35.06 FEET TO SAID LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21; THENCE SOUTH 00°06'31" WEST ALONG THE LAST MENTIONED PARALLEL LINE 183.36 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH  
**PARCEL P-3**

THAT PART OF LOTS 10 AND 21 TAKEN AS A TRACT IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.84 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +25.85 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH MOST SOUTH LINE OF SAID LOT 10 WITH A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21; THENCE NORTH 00°06'31" EAST ALONG SAID PARALLEL LINE 157.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47°04'00" WEST 30.59 FEET; THENCE NORTH 89°53'29" WEST 8.20 FEET; THENCE SOUTH 00°06'31" WEST 1.33 FEET; THENCE NORTH 89°53'29" WEST 10.13 FEET; THENCE SOUTH 00°06'31" WEST 74.42 FEET; THENCE NORTH 89°53'29" WEST 64.54 FEET; THENCE NORTH 00°06'31" EAST 6.75 FEET; THENCE NORTH 89°53'29" WEST 17.75 FEET; THENCE SOUTH 00°06'31" WEST 4.50 FEET; THENCE NORTH 89°53'29" WEST 40.18 FEET TO THE WEST LINE OF SAID LOT 10; THENCE NORTH 00°06'31" EAST ALONG THE WEST LINE OF SAID LOT 10 A DISTANCE OF 124.50 FEET; THENCE SOUTH 89°53'29" EAST 43.15 FEET; THENCE NORTH 00°06'31" EAST 11.48 FEET; THENCE SOUTH 74°53'29" EAST 0.37 FEET; THENCE NORTH 15°06'31" EAST 12.07 FEET; THENCE EASTERLY 16.33 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 15.92 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS NORTH 75°43'40" EAST A DISTANCE OF 15.62 FEET; THENCE SOUTH 74°53'29" EAST 1.49 FEET; THENCE SOUTH 15°04'56" WEST 8.90 FEET; THENCE SOUTH 74°53'29" EAST 10.82 FEET; THENCE SOUTH 15°06'31" WEST 9.15 FEET; THENCE SOUTH 89°53'29" EAST 7.92 FEET; THENCE NORTH 15°06'31" EAST 16.00 FEET; THENCE SOUTH 74°53'29" EAST 32.13 FEET; THENCE EASTERLY 9.94 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 40.96 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS SOUTH 67°57'21" EAST A DISTANCE OF 9.91 FEET; THENCE SOUTH 00°06'31" WEST 3.44 FEET; THENCE SOUTH 89°53'29" EAST 3.78 FEET; THENCE NORTH 00°06'31" EAST 162.15 FEET; THENCE SOUTH 89°53'29" EAST 38.09 FEET TO A POINT ON SAID LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21; THENCE SOUTH 00°06'31" WEST ALONG THE LAST MENTIONED PARALLEL LINE 198.58 FEET TO THE POINT OF BEGINNING;



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TOGETHER WITH  
**PARCEL P-4**

THAT PART OF LOTS 10 AND 21 TAKEN AS A TRACT IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.51 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.84 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21 WITH A LINE DRAWN 177.39 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 10; THENCE NORTH 89°53'29" WEST ALONG SAID LINE DRAWN 177.39 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 10 A DISTANCE OF 10.06 FEET; THENCE SOUTH 48°56'52" WEST 41.19 FEET; THENCE SOUTH 00°06'31" WEST 12.68 FEET; THENCE SOUTH 56°20'53" WEST 3.30 FEET; THENCE NORTH 89°53'29" WEST 51.61 FEET; THENCE NORTH 00°06'31" EAST 11.93 FEET; THENCE NORTH 89°53'29" WEST 7.27 FEET; THENCE SOUTH 00°06'31" WEST 12.43 FEET; THENCE NORTH 89°53'29" WEST 19.78 FEET; THENCE NORTH 00°06'31" EAST 58.93 FEET; THENCE SOUTH 89°53'29" EAST 2.42 FEET; THENCE NORTH 00°06'31" EAST 5.19 FEET; THENCE SOUTH 74°53'29" EAST 0.42 FEET; THENCE NORTH 15°06'31" EAST 12.07 FEET; THENCE EASTERLY 16.33 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 15.92 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS NORTH 75°43'40" EAST A DISTANCE OF 15.62 FEET; THENCE SOUTH 74°53'29" EAST 1.49 FEET; THENCE SOUTH 15°04'56" WEST 8.90 FEET; THENCE SOUTH 74°53'29" EAST 10.54 FEET; THENCE SOUTH 00°06'31" WEST 8.91 FEET; THENCE SOUTH 89°53'29" EAST 5.82 FEET; THENCE NORTH 15°06'31" EAST 16.00 FEET; THENCE SOUTH 74°53'29" EAST 32.13 FEET; THENCE EASTERLY 10.03 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 40.96 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS SOUTH 67°53'22" EAST A DISTANCE OF 10.01 FEET; THENCE SOUTH 00°06'30" WEST 3.39 FEET; THENCE SOUTH 89°53'29" EAST 3.70 FEET; THENCE NORTH 00°06'31" EAST 162.15 FEET; THENCE SOUTH 89°53'29" EAST 38.09 FEET TO A POINT ON SAID LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 10 AND 21; THENCE SOUTH 00°06'31" WEST ALONG THE LAST MENTIONED PARALLEL LINE 178.96 FEET TO THE POINT OF BEGINNING;

(EXCEPT  
**EXCEPTION 1**

THAT PART OF LOTS 8 AND 21 ALL TAKEN AS A TRACT, IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.84 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +25.85 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:



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BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 21 WITH A LINE DRAWN 65.89 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89°53'29" EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 41.53 FEET; THENCE SOUTH 00°06'31" WEST PARALLEL WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 16.03 FEET TO A POINT ON A LINE DRAWN 49.86 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89°53'29" EAST ALONG THE LAST MENTIONED PARALLEL LINE, 168.16 FEET TO A POINT ON THE EAST LINE OF SAID LOT 8; THENCE SOUTH 00°06'31" WEST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 39.38 FEET; THENCE NORTH 89°53'29" WEST 41.00 FEET; THENCE NORTH 00°06'31" EAST 0.50 FEET; THENCE NORTH 89°53'29" WEST 168.70 FEET TO A POINT ON SAID LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE LOT 21 AFORESAID; THENCE NORTH 00°06'31" EAST ALONG THE LAST MENTIONED PARALLEL LINE 54.91 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT

## EXCEPTION 2

THAT PART OF LOTS 8 AND 21 ALL TAKEN AS A TRACT, IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.51 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.84 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS.

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 21 IN LAKESHORE EAST SUBDIVISION AFORESAID WITH A LINE DRAWN 65.89 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89°53'29" EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 41.53 FEET; THENCE SOUTH 00°06'31" WEST PARALLEL WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 16.03 FEET TO A POINT ON A LINE DRAWN 49.86 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89°53'29" EAST ALONG THE LAST MENTIONED PARALLEL LINE, 168.16 FEET TO A POINT ON THE EAST LINE OF SAID LOT 8; THENCE SOUTH 00°06'31" WEST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 38.88 FEET; THENCE NORTH 89°53'29" WEST 209.69 FEET TO A POINT ON SAID LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 21 AFORESAID; THENCE NORTH 00°06'31" EAST ALONG THE LAST MENTIONED PARALLEL LINE 54.91 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT

## RETAIL PARCEL 1

THAT PART OF LOTS 9 AND 10 ALL TAKEN AS A TRACT, IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

(A)

THAT PART OF SAID TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +22.62 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A

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HORIZONTAL PLANE HAVING AN ELEVATION OF +6.08 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 16.85 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 10 WITH A LINE DRAWN 57.02 FEET NORTH OF AND PARALLEL WITH THE SOUTH MOST SOUTH LINE OF SAID LOT 9; THENCE NORTH 00°06'31" EAST PARALLEL WITH THE EAST LINE OF SAID LOT 10, A DISTANCE OF 34.44 FEET; THENCE SOUTH 89°53'29" EAST 33.42 FEET TO A POINT HEREINAFTER DESIGNATED POINT "A", SAID POINT HAVING AN ELEVATION OF +22.62 FEET ABOVE CHICAGO CITY DATUM; THENCE SOUTH 00°06'31" WEST 34.44 FEET; THENCE NORTH 89°53'29" WEST 1.05 FEET; THENCE NORTH 00°06'31" EAST 3.19 FEET; THENCE NORTH 89°53'29" WEST 7.43 FEET; THENCE SOUTH 00°06'31" WEST 3.19 FEET; THENCE NORTH 89°53'29" WEST 24.94 FEET TO THE POINT OF BEGINNING;

(B)

TOGETHER WITH THAT PART OF SAID TRACT LYING BELOW AN INCLINED PLANE DEFINED BY SAID POINT "A" AND THE HEREINAFTER DESCRIBED POINTS "B" AND "C" AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +6.08 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT SAID POINT "A"; THENCE SOUTH 00°06'31" WEST 34.44 FEET TO THE AFOREMENTIONED POINT "B", SAID POINT HAVING AN ELEVATION OF +22.62 FEET ABOVE CHICAGO CITY DATUM; THENCE SOUTH 89°53'29" EAST 34.59 FEET TO THE AFOREMENTIONED POINT "C", SAID POINT HAVING AN ELEVATION OF +18.58 FEET ABOVE CHICAGO CITY DATUM; THENCE NORTH 00°06'31" EAST 34.44 FEET; THENCE NORTH 89°53'29" WEST 34.59 FEET TO THE POINT OF BEGINNING;

(C)

TOGETHER WITH THAT PART OF SAID TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +15.28 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +6.08 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT SAID POINT "C"; THENCE NORTH 00°06'31" EAST 34.44 FEET; THENCE SOUTH 89°53'29" EAST 35.84 FEET; THENCE SOUTH 00°06'31" WEST 34.44 FEET; THENCE NORTH 89°53'29" WEST 19.67 FEET; THENCE NORTH 00°06'31" EAST 3.23 FEET; THENCE NORTH 89°53'29" WEST 7.59 FEET; THENCE SOUTH 00°06'31" WEST 3.23 FEET; THENCE NORTH 89°53'29" WEST 8.58 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT  
**RETAIL PARCEL 2<sup>1</sup>**

THAT PART OF LOT 9 IN LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.80 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +16.86 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH MOST SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 89°53'29" WEST ALONG THE SOUTH MOST SOUTH LINE OF SAID LOT 9, A DISTANCE OF 25.74 FEET; THENCE NORTH 00°06'31" EAST 101.09 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°13'36" EAST 10.49 FEET; THENCE NORTH 08°27'06"

<sup>1</sup> Also referred to as "Retail Parcel 2, Part A" under Exhibit C to this Declaration

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EAST 2.47 FEET; THENCE NORTH 25°29'24" EAST 7.98 FEET; THENCE NORTH 16°35'34" WEST 2.53 FEET; THENCE NORTH 08°18'38" WEST 10.99 FEET; THENCE NORTH 47°46'39" WEST 2.33 FEET; THENCE NORTH 11°10'18" WEST 19.12 FEET; THENCE SOUTH 79°07'57" WEST 0.73 FEET; THENCE NORTH 14°53'29" WEST 1.33 FEET; THENCE SOUTH 75°06'31" WEST 28.97 FEET; THENCE SOUTH 14°53'29" EAST 11.72 FEET; THENCE SOUTH 75°06'31" WEST 21.57 FEET; THENCE NORTH 14°53'29" WEST 11.72 FEET; THENCE SOUTH 75°06'31" WEST 6.27 FEET; THENCE SOUTH 14°53'29" EAST 9.38 FEET; THENCE SOUTH 75°06'31" WEST 12.53 FEET; THENCE SOUTH 06°25'46" EAST 2.19 FEET; THENCE NORTH 89°53'29" WEST 0.60 FEET; THENCE SOUTH 06°46'29" EAST 11.31 FEET; THENCE SOUTH 45°09'51" EAST 2.47 FEET; THENCE SOUTH 37°50'24" EAST 8.02 FEET; THENCE SOUTH 79°12'37" EAST 2.48 FEET; THENCE SOUTH 70°09'55" EAST 7.92 FEET; THENCE NORTH 68°22'04" EAST 2.52 FEET; THENCE SOUTH 79°48'54" EAST 8.03 FEET; THENCE NORTH 58°52'34" EAST 2.45 FEET; THENCE SOUTH 82°40'25" EAST 10.98 FEET; THENCE NORTH 58°52'06" EAST 2.52 FEET; THENCE SOUTH 80°25'36" EAST 7.97 FEET; THENCE NORTH 53°24'15" EAST 2.47 FEET; THENCE SOUTH 87°08'58" EAST 8.79 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT  
**RETAIL PARCEL 3<sup>2</sup>**

THAT PART OF LOT 9 (N LAKESHORE EAST SUBDIVISION BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +45.10 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.80 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH MOST SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 89°53'29" WEST ALONG THE SOUTH MOST SOUTH LINE OF SAID LOT 9, A DISTANCE OF 47.67 FEET; THENCE NORTH 00°06'31" EAST 133.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 75°06'31" EAST 27.38 FEET; THENCE NORTH 14°53'29" WEST 1.28 FEET; THENCE NORTH 79°43'15" EAST 1.62 FEET; THENCE NORTH 11°10'18" WEST 9.29 FEET; THENCE SOUTH 75°06'31" WEST 0.32 FEET; THENCE NORTH 14°53'29" WEST 1.05 FEET; THENCE SOUTH 75°06'31" WEST 29.27 FEET; THENCE SOUTH 14°53'29" EAST 11.47 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

<sup>2</sup> Also referred to as "Retail Parcel 2, Part B" under Exhibit C to this Declaration

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## EXHIBIT E

### RETAIL ONE OWNER'S EQUIPMENT

Satellite dish and related equipment, cables and wires from the Common Roofs of the Building to the Retail Parcel (whether existing on the date hereof or installed thereafter).

Chases, conduit and ducting for ventilation purposes as reasonably required to be run through the Condominium Parcel.

Chase for telecommunications cabling.

Connections (to the Shared Equipment) which exclusively service the Retail Parcel.

Main electrical switch exclusively servicing the Retail Parcel.

Additional Equipment located on the Upper Roof and Ancillary Equipment relating thereto.

Supplemental Mechanical Systems, including but not limited to, chillers, pumps, piping, electrical equipment, conduits, ducts, chases (whether existing on the date hereof or installed thereafter).

Piping for gas lines and plumbing systems.

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## EXHIBIT F

### RETAIL TWO OWNER'S EQUIPMENT

Satellite dish and related equipment, cables and wires from the Common Roofs of the Building to the Retail Parcel (whether existing on the date hereof or installed thereafter).

Black iron duct and related fan and chase from the Retail Parcel through the Condominium Building to be ventilated through the south or east facade of the Building (whether existing on the date hereof or installed thereafter)

Chases, conduit and ducting for ventilation purposes as reasonably required to be run through the Condominium Parcel.

Chase for telecommunications cabling.

Connections (to the Shared Equipment) which exclusively service the Retail Parcel.

Main electrical switch exclusively servicing the Retail Parcel.

Additional Equipment located on the Upper Roof and Ancillary Equipment relating thereto.

Supplemental Mechanical Systems, including but not limited to, chillers, pumps, piping, electrical equipment, conduits, ducts, chases (whether existing on the date hereof or installed thereafter).

Piping for gas lines and plumbing systems.



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## EXHIBIT G

**LOADING DOCK ACCESS EASEMENT, OUTDOOR AREA, RETAIL TRASH  
AREA**

**COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387**

**COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387**

Property of Cook County Clerk's Office

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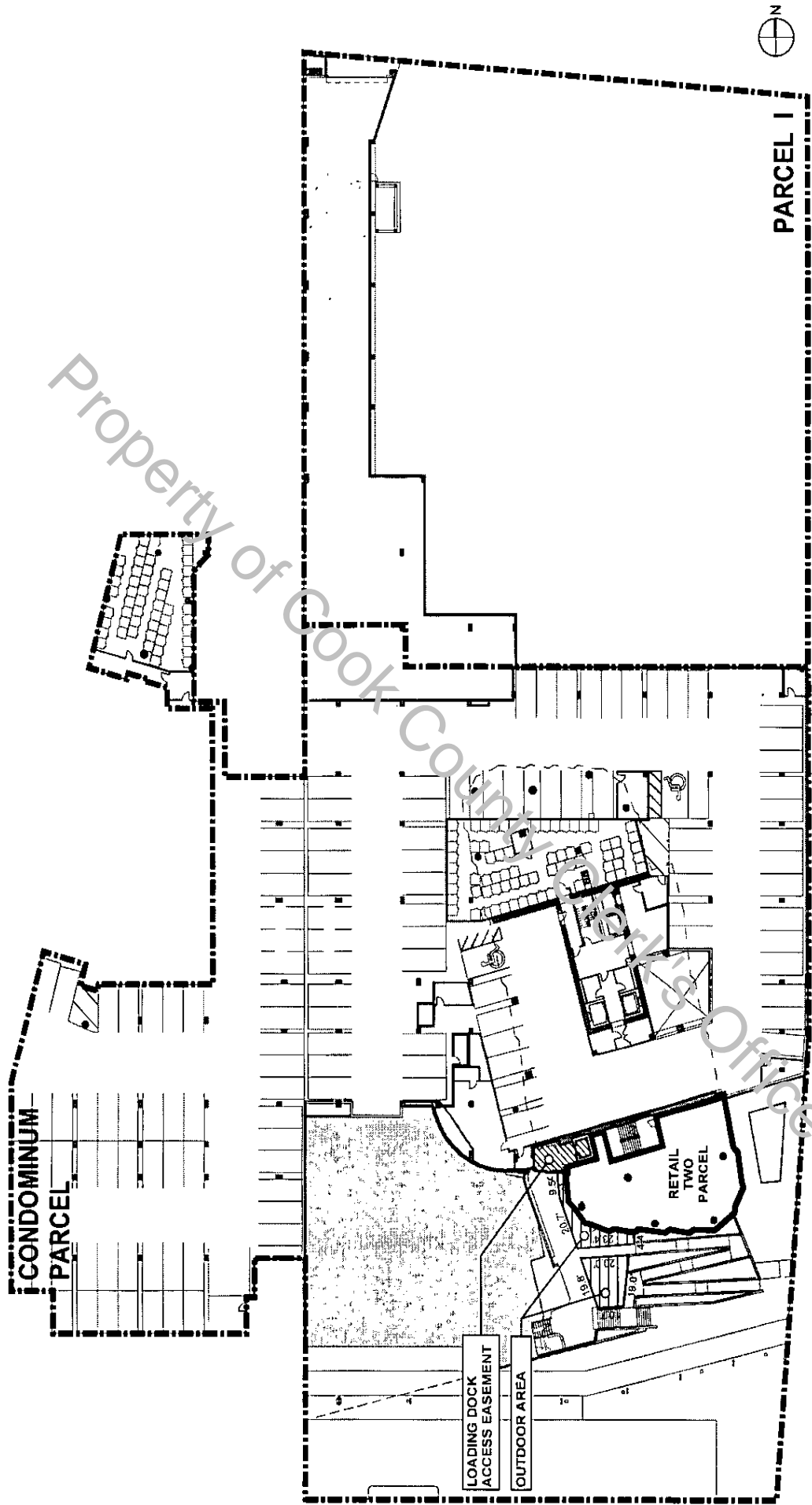


EXHIBIT (G)

LOWER LEVEL 4

LAKESHORE EAST - PARCEL J

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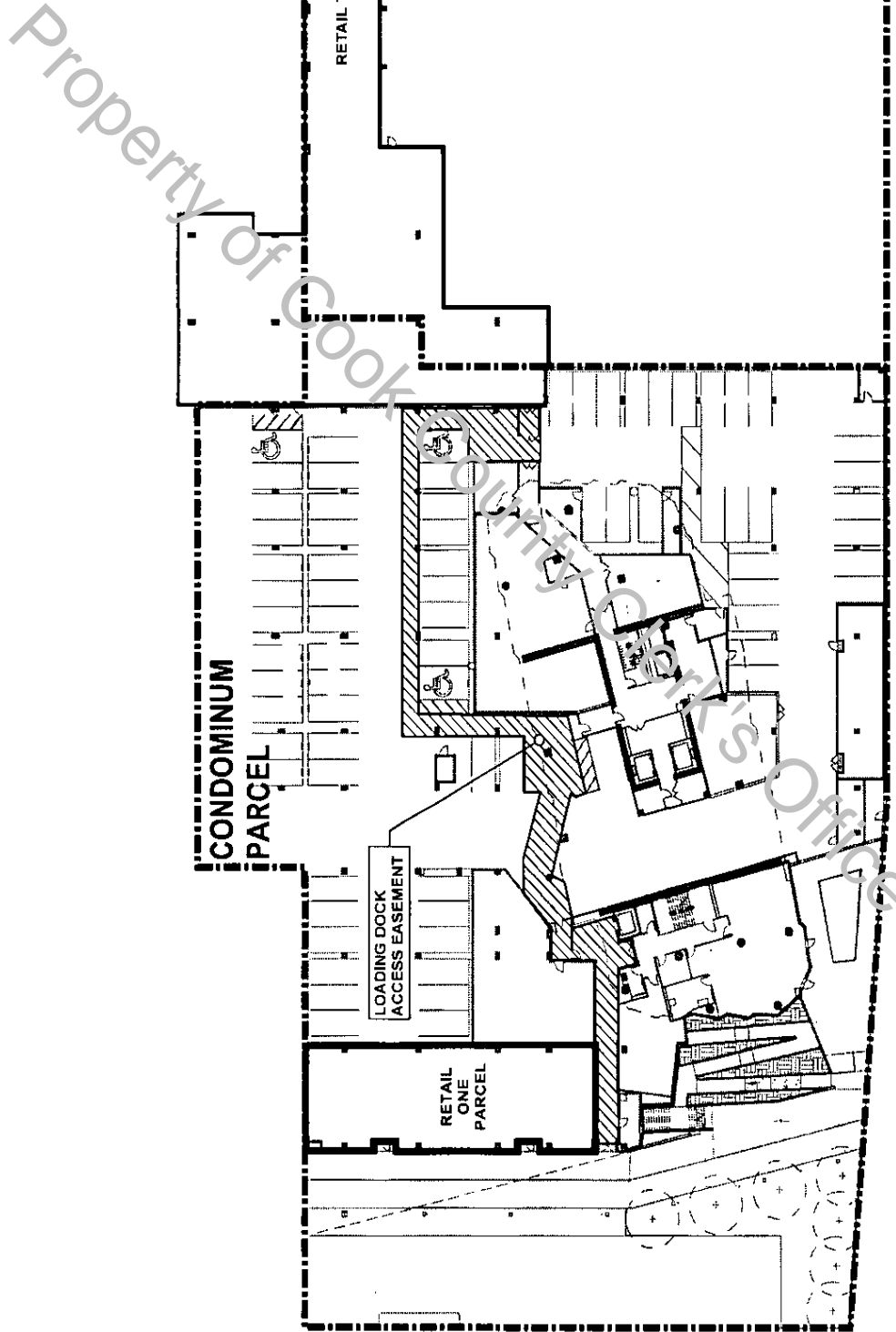


EXHIBIT (G)

LOWER LEVEL 5

LAKESHORE EAST - PARCEL J

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## EXHIBIT G-1

### LOADING DOCK ACCESS EASEMENT RULES AND REGULATIONS

To be attached upon agreement of Owners

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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## EXHIBIT H

### CONDOMINIUM OWNER'S EQUIPMENT

Chases, conduit and ducting for ventilation purposes as reasonably required to be run through the Retail Parcel.

Piping for gas lines, plumbing, and fire protection systems.

Conduits to support electrical systems and elevators.

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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## EXHIBIT I

### SHARED EQUIPMENT

**Fire Protection System** (including sprinkler and life safety systems) -The shared portion of the Fire Protection System shall mean all required assemblies and equipment to monitor and deliver a fully functioning sprinkler system and life safety system. This system shall include without limitation all pipes, valves, sprinkler heads, annunciator speakers and strobes, pumps, relays, control systems, control panels, insulation, heating tracing, all replacement and additions from time to time, and additional equipment for use in providing fire protection to both the Retail and Condominium Parcels.

**Chilled Water system** - Chilling Equipment for cooling purposes (does not include domestic water). The shared portion of the Chilled Water System shall mean all required assemblies and equipment to monitor and deliver a fully functioning system used to provide Chilled Water Service to both the Retail and Condominium Parcels. This system shall include without limitation the cooling towers, pipes, valves, pumps, insulation, metering, control systems, control panels, all replacement and additions from time to time, and additional equipment for use in providing chilled water for the cooling equipment to both the Retail and Condominium Parcels. This system does not include wholly owned air-handling units within each Owner's respective Parcel.

**Hot Water System** - Heating Equipment for heating purposes (does not include domestic hot water). The shared portion of the Hot Water System shall mean all required assemblies and equipment to monitor and deliver a fully functioning system used to provide Hot Water Service to both the Retail and Condominium Parcels. This system shall include without limitation the boilers, exhaust ducts, pipes, valves, pumps, insulation, metering, control systems, control panels, all replacement and additions from time to time, and additional equipment for use in providing hot water for the heating equipment to both the Retail and Condominium Parcels. This system does not include wholly owned air-handling units within each Owner's respective Parcel.

**Electrical System** - The shared portion of the Electrical System shall mean all required assemblies and equipment to monitor and deliver a fully functioning system used to provide electrical service to both the Retail and Condominium Parcels. This system shall include without limitation the electrical equipment, transformers, switch gear, panels, conduit, cable, wire, junction boxes, circuit breakers, connectors, insulation, other equipment and related apparatus between Com Ed's (or its successor) connection panel, metering equipment and controls, and additional equipment for use in providing electricity to both the Retail and Condominium Parcels, and all replacement and additions from time to time.

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**Telecommunications System** - The shared portion of the Telecommunications System shall mean all required assemblies and equipment to monitor and deliver a fully functioning system used to provide television or cable service to both the Retail and Condominium Parcels. This system shall include without limitation the panels, distribution equipment, computer equipment, junction boxes, wires, conduits, connectors, punch down blocks and other equipment and related apparatus between AT&T (or its successor) connection panel, metering equipment and controls and additional equipment for use in providing television or cable service to both the Retail and Condominium Parcels, and all replacement and additions from time to time.

**Gas Distribution System** - The shared portion of the Gas Distribution System shall mean all required assemblies and equipment to monitor and deliver a fully functioning system used to provide natural gas service to both the Retail and Condominium Parcels. This system shall include without limitation the equipment and related piping and apparatus between Peoples Gas' (or its successor) distribution piping, valves, metering equipment and controls and additional equipment for use in providing natural gas service to both the Retail and Condominium Parcels, and all replacement and additions from time to time.

**Plumbing System** - The shared portion of the Plumbing System shall mean all required assemblies and equipment to monitor and deliver a fully functioning system used to provide domestic water and sewer service to both the Retail and Condominium Parcels. This system shall include without limitation the equipment and related piping and apparatus between the City of Chicago's distribution piping of domestic water, valves, manhole structures, metering equipment and controls, and additional equipment for use in providing domestic water service to both the Retail and Condominium Parcels, and all replacement and additions from time to time as well as the equipment and related piping and apparatus between the City of Chicago's sewage system including without limitation, piping, valves, metering equipment and controls and additional equipment for use in providing sewer service to both the Retail and Condominium Parcels, and all replacement and additions from time to time. This system does not include wholly owned domestic hot water boilers within each Owner's respective Parcel.

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## EXHIBIT J

### COMMON IMPROVEMENTS

Those portions of the exterior walls, roofs, surfaces and facade of the Building which are exposed to the weather, including, without limitation, decorative grates and terraces, but specifically excluding balconies and handrails. For purposes of this Declaration, those roofs exposed to the weather are deemed to be "Common Roofs."

Sidewalks, bike paths and plazas located on or adjacent to the Total Tract

Supports (as defined in Section 2.1).

Below-grade foundations and caissons of the Building.

Planter boxes, if any

Landscaping located on, adjacent to, or in the public way adjacent to, the Total Tract, but only to the extent same are not maintained pursuant to the Lakeshore East Master Declaration.

Exterior lighting.