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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/04/2022 11:21 AM PG: 1 OF 2:

THIS INSTRUMENT WAS
PREPARED BY, AND
AFTER RECORDING
SHALL BE MAILED TO:

Taft Stettinius & Hollister LLP
111 E. Wacker Drive, Suite 2800
Chicago, Illinois 60601
Attention: Kathryn Kovitz Arnold, Esq.

**DECLARATION AND RESERVATION OF EASEMENTS:
ACCESS TO AND EXCLUSIVE USE OF PARKING AREAS IN WALTON ON THE PARK
SOUTH AT 2 WEST DELAWARE, IN CHICAGO, ILLINOIS FOR THE
BENEFIT OF 9 W WALTON**

THIS DECLARATION AND RESERVATION OF EASEMENTS: ACCESS TO AND EXCLUSIVE USE OF PARKING AREAS IN WALTON ON THE PARK SOUTH AT 2 WEST DELAWARE, IN CHICAGO, ILLINOIS FOR THE BENEFIT OF 9 W WALTON ("Parking Easement") is made and entered into this 30th day of September, 2022, by AG 2 W. Delaware Acquisition LLC, a Delaware limited liability company ("Walton South Owner") and 9 W Walton Condominium Association, an Illinois not for profit corporation, on behalf of its members ("9 W Owner").

RECITALS

A. Walton South Owner is the owner of certain real estate (the "Walton South Residential Parcel") located at 2 West Delaware in Chicago, Illinois, and legally described on Exhibit "A" attached hereto and made a part hereof; and 9 W Owner is the condominium association with respect to certain real estate (the "9 W Walton Parcel") located at 9 West Walton Street in Chicago, Illinois (formerly referred to as 1 West Walton), and legally described on Exhibit "B" attached hereto and made a part hereof.

B. The Walton South Residential Parcel is contiguous to and located directly to the south of the 9 W Walton Parcel and has been developed with improvements (the "Walton South Residential Improvements") consisting of portions of a high-rise building and appurtenant structures. The Walton South Residential Parcel together with the Walton South Residential Improvements is referred to herein as the "Walton South Residential Property". The 9 W Walton Parcel is contiguous to and located directly to the north of the Walton South Residential

21

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Parcel and has been developed with improvements (the “**9 W Walton Improvements**”) consisting of condominium portions of a high-rise building and appurtenant structures. The 9 W Walton Parcel together with the 9 W Walton Improvements is referred to herein as the “**9 W Walton Property**”.

C. Pursuant to the City of Chicago zoning requirements for the development of the 9 W Walton Parcel, the 9 W Walton Parcel was allocated additional parking spaces in the Walton South Residential Improvements; certain access points were created between the garage portions of the Walton South Residential Improvements and the 9 W Walton Improvements to facilitate the use of such parking spaces; and 9 W Owner was conveyed and was the owner of fifty-eight (58) and acquired an additional two (2) garage condominium units in the Walton South Residential Property (the “**9 W Walton Garage Units**”).

D. Walton South Owner and 9 W Owner wish to declare, grant and create perpetual and exclusive easements on, over and about portions of the Walton South Residential Property, legally described on Exhibit “C-1” attached hereto and made a part hereof, for the parking of the passenger vehicles of 9 W Owner and its Permitted Users (the “**9 W Walton Parking Easement Parcels**”). The 9 W Walton Parking Easement Parcels are depicted on Exhibit “C-2” attached hereto and made a part hereof.

E. Walton South Owner wishes to grant to 9 W Owner and its Permitted Users a perpetual easement for ingress and egress of passenger vehicles through all garage access points as marked on Exhibit C-2 between the Walton South Residential Property and the 9 W Walton Property and over, upon and across drive aisles and ramps in the garage areas in the Walton South Residential Property in order to access the 9 W Walton Parking Easement Parcels (the “**Ingress and Egress Easement Areas**”).

NOW, THEREFORE, (i) Walton South Owner hereby declares that a portion of the Walton South Residential Property is submitted to the provisions of this Parking Easement and shall be hereafter owned, held, transferred, sold, conveyed, occupied, mortgaged and encumbered subject to the easement, covenants and restrictions hereinafter set forth, all of which shall run with the land and be binding upon and inure to the benefit of the owners, mortgagees and any other persons from time to time having or acquiring any right, title or interest in the Walton South Residential Property and the 9 W Walton Property or any portions thereof; and (ii) Walton South Owner and 9 W Owner hereby declare that the Parking Easement Area is submitted to the provisions of this Parking Easement and shall be hereafter owned, held, transferred, sold, conveyed, occupied, mortgaged and encumbered subject to the easement, covenants and restrictions hereinafter set forth, all of which shall run with the land and be binding upon and inure to the benefit of the owners, mortgagees and any other persons from time to time having or acquiring any right, title or interest in the Walton South Residential Property and the 9 W Walton Property or any portions thereof.

1. DECLARATION, RESERVATION AND GRANT OF EASEMENTS:

A. Walton South Owner hereby declares, reserves and grants, for the benefit of 9 W Owner and its Permitted Users of the 9 W Walton Parcel, a perpetual exclusive easement for the parking of passenger vehicles in the 9 W Walton Parking Easement Parcels (the “**9 W Walton Parking Easement**”).

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B. Walton South Owner hereby declares, reserves and grants, for the benefit of 9 W Owner and its Permitted Users of the 9 W Walton Parcel, a perpetual, non-exclusive easement for ingress and egress over, upon and across the portions of the Walton South Residential Property depicted on Exhibit C-2, specifically, through the vehicular access points and connections, ramps and common thresholds located on, about, or between garage floors 1, B-1, B-2, B-3 and B-4 and over and upon ramps, aisles and drives in the garage areas of the Walton South Residential Property for vehicular ingress and egress to and from the 9 W Walton Parking Easement Parcels from the public roadway and the 9 W Walton Property (the “**Ingress and Egress Easement**”).

2. USE OF EASEMENTS: The easements declared, reserved and granted herein are subject to the following:

A. Exclusive use of the 9 W Walton Parking Easement Parcels is hereby declared, reserved and granted for the benefit of 9 W Owner and its Permitted Users for valet or self parking for a total of sixty (60) passenger vehicles as designated on Exhibit “C-2”. Permitted Users shall include the owners of units located in the 9 W Walton Property and their tenants, guests and invitees, and the employees, agents and invitees of 9 W Owner, including, without limitation, the valet operator for the 9 W Walton Property.

B. Exclusive use of the Ingress and Egress Easement Areas is not hereby granted. The right to use the Ingress and Egress Easement Areas is expressly reserved by Walton South Owner on behalf of itself, its successors, assigns and affiliates, and other grantees (the “**Other Users**”).

C. Use of the Ingress and Egress Easement and the 9 W Walton Parking Easement is subject to the right of Walton South Owner to maintain the Ingress and Egress Easement Area and the 9 W Walton Parking Easement Parcels pursuant to Paragraphs 4 and 20 below.

3. PURPOSE OF EASEMENTS: The purpose of this Parking Easement is: (i) to provide for permanent non-exclusive ingress and egress over the Ingress and Egress Easement Areas by 9 W Owner and its Permitted Users in order to allow access to and exclusive use of the 9 W Walton Parking Easement Parcels, and to provide for exclusive use of the 9 W Walton Parking Easement Parcels by 9 W Owner and its Permitted Users for the parking of passenger vehicles; and (ii) to declare, reserve and grant perpetual easement rights for the benefit of 9 W Owner and its Permitted Users.

4. MAINTENANCE AND PAYMENTS: The Ingress and Egress Easement Area and the 9 W Walton Parking Easement Parcels shall be maintained by the Walton South Owner with contributions from 9 W Owner. 9 W Owner shall pay to Walton South Owner \$4,240.00 per month, which shall increase annually by the greater of (i) an amount necessary to reflect any increase in the consumer price index (“CPI”) in accordance with the following procedure:

(a) CPI means the index of changes of prices and services purchased by urban wage earner and clerical worker families to maintain their level of living - all items - all cities - as compiled and published by the United States Department of Labor, Bureau of Labor Statistics. If at any time such index is no longer compiled or published by the Department of Labor, Walton South Owner will select such other index or standard as shall most clearly reflect changes in the cost of living for urban wage earners and which is generally recognized as authoritative by financial and insurance institutions. Thereafter such substitute index shall be the CPI.

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(b) The CPI for January 2021 shall be the "Base CPI" for the purpose of all adjustments.

(c) The CPI for the month of September preceding the next January Adjustment Date shall be the "Adjustment CPI."

(d) If the Adjustment CPI exceeds Base CPI, the difference is the "CPI Increase." The CPI Increase shall be divided by the Base CPI. The quotient shall be multiplied by \$4,240.00 and the result shall be added to the monthly \$4,240.00 payment for the period from the Adjustment Date until the end of the Term or the next Adjustment Date, as the case may be.

or (ii) three percent (3%).

5. OTHER EASEMENTS: This Parking Easement is subject to the following easements: DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND SHARED FACILITIES, recorded with the Cook County Recorder of Deeds on May 11, 2010, as Document Number 1013118085, as amended by the FIRST AMENDMENT TO DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND SHARED FACILITIES, recorded with the Cook County Recorder of Deeds on April 30, 2015, as Document Number 1512041141 and the SECOND AMENDMENT TO DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND SHARED FACILITIES, recorded with the Cook County Recorder of Deeds on November 20, 2017, as Document Number 1732429055 (collectively the Declaration of Easements and the First and Second Amendments thereto shall be referred to herein as the "**Declaration of Easements**"). In addition, the Ingress and Egress Easement is further subject to certain pre-existing easement rights for the benefit of utilities, Other Users and other third parties over or under the Ingress and Egress Easement Areas.

6. AMENDMENT, RELEASE, PARTIAL RELEASE OR TERMINATION OF EASEMENTS: The easements declared, reserved and granted herein may be amended, released, partially released or terminated by the recording of the applicable document by both Walton South Owner and 9 W Owner or their successors and/or assigns.

7. CONSOLIDATION OF PARCEL: It is the express intent of Walton South Owner and 9 W Owner that in the event of any sale, transfer or conveyance of all or any portion of either parcel to any owner(s), and/or the termination of any other reciprocal or other easement agreement affecting either or both parcels, the easements and rights declared, reserved and granted herein shall not be extinguished, enjoined or terminated but shall remain in full force and effect.

8. ASSOCIATIONS ACTING FOR OWNERS: It is the intent of 9 W Owner that any action to amend or terminate this Parking Easement or to enforce or defend rights, obligations, easements and benefits under this Parking Easement shall be taken solely by 9 W Owner on behalf of its respective members and not by individual unit owners. No individual unit owner or group of unit owners shall have the right to take any action under this Parking Easement or to enforce any of the rights, easements or benefits declared, reserved and granted by this Parking Easement as long as the applicable parcel is subject to the terms of the Illinois Condominium Property Act and a condominium association therefor is in place. The consent of individual unit owners or unit owner mortgagees to any amendment, release, partial release or termination of easements shall not be required.

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9. ASSIGNMENTS: All rights which are specified in this Parking Easement to be rights of the Walton South Owner or 9 W Owner are mortgageable, pledgeable, assignable and transferable. Any successor to, or assignee of, the rights of Walton South Owner or 9 W Owner hereunder (whether as a result of voluntary assignment, foreclosure, assignment in lieu of foreclosure or otherwise) shall have all of the reserved rights and easements of Walton South Owner or 9 W Owner and shall be entitled to exercise the rights of Walton South Owner or 9 W Owner hereunder as fully as if named as a party herein. No party exercising rights hereunder shall have or incur any liability for the acts of any other party that previously, simultaneously or subsequently exercised such rights, unless so specified in writing.

10. RUNNING OF BENEFITS AND BURDENS: All provisions of this Parking Easement, including the benefit and burdens, shall run with the land and are binding on and inure to the owners and each subsequent holder of any interest in any portion of the Walton South Residential Parcel and the 9 W Walton Parcel and their grantees, mortgagees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the parcels, properties or any part thereof or interest therein. Each grantee, of Walton South Owner or 9 W Owner, by acceptance of a deed of conveyance, and each mortgagee by acceptance of a mortgage, accepts said deed or mortgage subject to the easements, terms and conditions contained herein, and each grantee shall be deemed to have agreed to perform all undertakings and to be bound by all agreements, restrictions and covenants imposed upon such owner by this Parking Easement.

11. TERMINATION OF COVENANT LIABILITY: Whenever a transfer of ownership takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates. Additionally, any condominium associations formed on behalf of the owners of all or portions of the parcels shall be liable for any breaches of covenant by such condominium association.

12. NON-WAIVER OF COVENANTS: No covenant, restriction, condition, obligation or provision contained in this Parking Easement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

13. ATTORNEY'S FEES: This Parking Easement may be enforced against any interested party (including a condominium association, if applicable) by appropriate action, and the prevailing party shall recover as a part of its costs all reasonable attorney's fee.

14. CONSTRUCTION: This Parking Easement shall be construed in conformity with the laws of the State of Illinois and in accordance with the usage in said State of Illinois regarding easements. The rule of strict construction does not apply to this Parking Easement. This Parking Easement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment by the parties is carried out.

15. NOTICE: As of the date hereof, for purposes of receiving written notices: Walton South Owner's address is: 2 West Delaware, Chicago, Illinois 60610, Attention: Property Manager. 9 W Owner's address is: 9 W Walton Condominium Association - 9 W. Walton St., Chicago, Illinois 60610, Attention: Property Manager. If a parcel is subject to the Illinois Condominium Property Act, all notices shall be sent to or from the condominium association, its board of directors or its management agent on behalf of the unit owners. Any party may lodge a written change of address.

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All notices shall be sent to the applicable owner(s) of record for the burdened property and/or the benefited property, as applicable, and all notices shall be sent by personal delivery or recognized overnight national delivery service to the address(es) of the owner(s) of record or condominium association, as applicable, and shall be deemed given upon personal delivery or one day after placed with the overnight delivery service. At such time as any parcel is no longer subject to the Illinois Condominium Property Act, then all future notices shall be sent to the owner thereof or its management agent.

16. **SURVIVAL:** If any term, provision, covenant or condition in this Parking Easement shall be or be held to be invalid, whether in general or as to any particular situation or circumstance, the remainder of this Parking Easement and the applicability to any other situation or circumstance, as the case may be, shall not be invalidated or terminated thereby, but shall remain in full force and effect for all intents and purposes as though such invalid term, provision, covenant or condition had never been. If any of the covenants or rights created by this Parking Easement would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States of America.

17. **RULES AND REGULATIONS OF WALTON ON THE SOUTH OWNER.** Use of the 9 West Walton Parking Easement and Ingress and Egress Easement are subject to all rules and regulations promulgated and adopted by the Owner of the Walton South Residential Property from time to time (the "Walton South Rules and Regulations"), provided such rules and regulations are commercially reasonable and do not effectively cancel, abrogate, terminate or otherwise withdraw any easement right granted herein. The Walton South Rules and Regulations applicable to the 9 W Owner shall not materially vary from those which apply to the owners of the Walton South Residential Parcel. Owners of the Walton South Parcel shall be subject to the same Walton South Rules and Regulations, including any fees imposed thereby, including without limitation those regarding: construction trades' access to the building; fees imposed for key cards, garage door openers or other devices required to allow access to the easement areas; safety and security of the building and its occupants. The Walton South Owner shall provide a copy of the Walton South Rules and Regulations to the Owner of the 9 West Walton Parcel. The Owner of the 9 West Parcel shall provide a copy of the Walton South Rules and Regulations to any contractor or service provider which will utilize the 9 West Walton Parking Easement and Ingress and Egress Easement and include a requirement in each contract with such contractor or service provider that they agree to abide by the Walton South Rules and Regulations.

18. **INSURANCE.** As a condition to the use of the easement set forth herein, the 9 W Owner and any party intending to rightfully use the easement set forth herein pursuant to the terms hereof shall deliver to the Walton South Owner insurance policies and/or certificates ("Insurance Policies") in form and amounts reasonably satisfactory to Walton South Owner naming Walton South Owner as an additional insured, including liability covered in a minimum of \$3,000,000 per occurrence and \$5,000,000 in the aggregate, relating to the use of the easements set forth herein, together with evidence of pre-payment of all premiums for such insurance policies.

19. **INDEMNIFICATION.** Except and to the extent caused by or due to the willful acts or gross negligence of an Indemnified Party, as defined below, its agents, contractors, servants, licensees and employees, 9 W Owner ("Indemnifying Owner") does hereby indemnify, defend and hold harmless Walton South Owner or its agents, contractors, servants, licensees and employees

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("Indemnified Party") harmless from and against any and all actions, claims, demands, damages, liabilities and expenses, including without limitation, reasonable attorney's fees and disbursements asserted against, imposed upon or incurred by the Indemnified Party by reason of (a) any damage or injury to persons or property arising from or related to any Indemnifying Owner's use of the easements and rights granted in favor of such Indemnifying Owner pursuant to this Declaration, (b) any negligent or otherwise wrongful act or omission of such Indemnifying Owner or any of their agents, contractors, service licensees or employees that is related to any actions permitted by such owner pursuant to this Declaration, and (c) any failure of such Indemnifying Owner to perform or comply with any provisions of this Declaration.

20. **ACCESS/REPAIR.** All references in this Section to "Maintain and Repair", "Maintenance and Repairs", "Maintained and Repaired", shall be deemed to include the operation, maintenance, repair, replacement, reconditioning, refurbishing, reconstruction, resurfacing, restoration, inspection, testing, cleaning, installation and replacement of the 9 W Walton Parking Easement Parcel and Ingress and Egress Easement Areas, when necessary or desirable. Walton South Owner shall be responsible for maintenance and repairs of the 9 W Walton Parking Easement Parcel and Ingress and Egress Easement Areas. All of the costs and expenses of the Maintenance and Repairs of the 9 W Walton Parking Easement Parcel and the Ingress and Egress Easement Areas shall be at the sole cost and expense of the Walton South Owner unless the need for such Maintenance and Repairs is caused by the actions or inactions of the 9 W Owner in which case they will be at the cost and expense of 9 W Owner ("Section 20 Expenses"). For any Section 20 Expenses the Walton South Owner shall provide the 9 W Owner with a detailed invoice, including supporting documentation setting for items being charged and the 9 W Owner shall reimburse the Walton South Owner within thirty (30) days after written demand. Walton South Owner shall perform any Maintenance and Repairs in such a manner to cause as little disturbance in the use and enjoyment of the 9 W Walton Parking Easement Parcel and Ingress and Egress Easement Areas as may be practicable under the circumstances. Provided, however, 9 W Owner acknowledges and agrees that some Maintenance and Repairs may require closing of access or limited access to 9 W Walton Parking Easement Parcel and Ingress and Egress Easement Areas from time to time. Walton South Owner shall not be responsible for (i) provision of alternate parking or (ii) access to the 9 W Walton Parking Easement Parcel or Ingress and Egress Easement Areas in Maintenance and Repair circumstances.

21. **REAL ESTATE TAXES.** To the extent a separate real estate tax bill(s) is available for the 9 W Walton Parking Easement Parcel, the 9 W Owner shall be responsible to pay the real estate tax bills which cover the 9 W Walton Parking Easement Parcel. To the extent a separate real estate tax bill(s) is not available for the 9 W Walton Parking Easement Parcel, the 9 W Owner shall be responsible to pay its proportionate share of the real estate tax bills which cover the 9 W Walton Parking Easement Parcel which, absent manifest error, is hereby agreed by the parties to be 1.5542% of the real estate tax bills for the entire Walton South Residential Property property (such percentage of 1.5542% being based upon the current percentage of the outstanding bills as of the date hereof paid by 9 W Owner). 9 W Owner shall remit such amount to Walton South Owner within five (5) days of submission of an invoice therefor.

22. **INTEREST; EXPENSES:** Whenever an owner hereunder is obligated to pay a sum of money to the other owner hereunder and fails to pay within the earlier of five (5) days of (i) when such payment is due or (ii) after written demand for such payment, interest shall accrue on such sum together with any reasonable expenses incurred by such owner in collecting and enforcing such obligation (including, without limitation, reasonable attorney's fees) and shall be payable

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thereon from the date any such sum first became due hereunder until paid in full at a rate of interest equal to the lesser of: (a) the greater of (i) five (5) percentage points above the corporate base rate of interest announced from time to time by Wintrust Bank, at the rate to be charged at Chicago, Illinois to its corporate customers of the highest credit rating on ninety (90) day unsecured borrowings and (ii) ten percent (10%), or (b) the maximum lawful rate of interest then in effect in Illinois.

23. CAPTIONS: The headings of Paragraphs in this Parking Easement are for convenience and reference only and shall not in any way limit or define the content, substance or effect of the Paragraphs.

24. INCORPORATION OF RECITALS AND EXHIBITS: Each provision of the Recitals to this Parking Easement and each exhibit attached hereto is hereby incorporated in this Parking Easement and is an integral part hereof.


25. COUNTERPARTS: This Parking Easement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned 9 W Owner hereunto sets its hand and seal.

The 9 W Walton Condominium Association, an Illinois not-for-profit corporation, by its Board of Managers, after a duly called meeting of the Board of Managers at which this Parking Easement was approved by the requisite number of the members of the Board of Managers:



Vincent DiRendo, President

Attest: _____
_____, Secretary

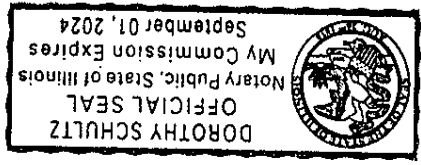
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County in the State aforesaid, **DO HEREBY CERTIFY THAT Vincent DiRendo** was President of the 9 W Walton Condominium Association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as her/his own free and voluntary act.

GIVEN under my hand and notarial seal this 7th day of July, 2022



Notary Public



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Exhibit "A"

LEGAL DESCRIPTION OF THE WALTON SOUTH RESIDENTIAL PARCEL

LOT 1 IN WALTON ON THE PARK SOUTH SUBDIVISION, BEING A SUBDIVISION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 2010 AS DOCUMENT NO. 1020834063, IN COOK COUNTY, ILLINOIS.

Commonly known as 2 West Delaware in Chicago, Illinois

PINS: 17-04-435-034-1001 through and including 17-04-435-034-1528

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Exhibit "B"

LEGAL DESCRIPTION OF THE 9 W WALTON PARCEL

UNIT NUMBERS 402, 403, 404, 501, 502, 504, 601, 602, 604, 701, 702, 704, 801, 802, 901, 902, 903, 1001, 1002, 1003, 1101, 1102, 1103, 1201, 1202, 1203, 1401, 1402, 1403, 1501, 1502, 1503, 1601, 1602, 1603, 1701, 1702, 1703, 1801, 1803, 1901, 2001, 2002, 2100, 2101, 2102, 2201, 2202, 2301, 2302, 2401, 2402, 2501, 2502, 2601, 2602, 2701, 2702, 2801, 2802, 2901, 2902, 3001, 3002, 3100, 3200, 3300, 3400, 3500, 3600, 3700 AND PH IN 9 WEST WALTON STREET CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 6 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING 3 DESCRIBED PARCELS:

1: RETAIL PARCEL 1

THAT PART OF LOT 6 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +26.55 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.36 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6, BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF WEST WALTON STREET WITH THE WEST LINE OF NORTH STATE STREET; THENCE SOUTH 00°15'03" WEST ALONG THE EAST LINE OF SAID LOT 6 A DISTANCE OF 98.16 FEET; THENCE NORTH 90°00'00" WEST ALONG A LINE PARALLEL WITH THE SOUTH LINES OF SAID LOT 6 A DISTANCE OF 14.64 FEET; THENCE SOUTH 00°15'03" WEST 0.96 FEET; THENCE NORTH 90°00'00" WEST 29.14 FEET; THENCE NORTH 00°15'03" EAST 16.06 FEET; THENCE NORTH 90°00'00" WEST 26.16 FEET; THENCE NORTH 00°15'03" EAST 11.01 FEET; THENCE SOUTH 90°00'00" EAST 7.14 FEET; THENCE NORTH 00°15'03" EAST 7.15 FEET; THENCE SOUTH 90°00'00" EAST 5.99 FEET; THENCE NORTH 00°15'03" EAST 13.87 FEET; THENCE NORTH 90°00'00" WEST 12.43 FEET; THENCE NORTH 00°15'03" EAST 33.45 FEET; THENCE NORTH 90°00'00" WEST 6.79 FEET; THENCE NORTH 00°15'03" EAST 17.65 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6; THENCE SOUTH 89°53'10" EAST ALONG THE NORTH LINE OF LOT 6 AFORESAID 76.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

2: RETAIL PARCEL 2

THAT PART OF LOT 6 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +26.55 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.36 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS

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HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE SOUTH 90°00'00" EAST ALONG A SOUTH LINE OF SAID LOT 6 A DISTANCE OF 24.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'00" EAST ALONG A LINE PERPENDICULAR TO THE SOUTH LINES OF LOT 6 AFORESAID 17.02 FEET; THENCE SOUTH 90°00'00" EAST 6.60 FEET; THENCE SOUTH 00°00'00" WEST 2.76 FEET; THENCE SOUTH 90°00'00" EAST 3.16 FEET; THENCE SOUTH 00°00'00" EAST 14.26 FEET TO A POINT ON A SOUTH LINE OF SAID LOT 6; THENCE NORTH 90°00'00" WEST ALONG A SOUTH LINE OF SAID LOT 6 A DISTANCE OF 9.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

3: RETAIL PARCEL 3

THAT PART OF LOT 6 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +26.55 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6, BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF WEST WALTON STREET WITH THE NORTH LINE OF NORTH STATE STREET; THENCE SOUTH 00°15'03" WEST ALONG THE EAST LINE OF SAID LOT 6 A DISTANCE OF 107.72 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 90°00'00" WEST ALONG A SOUTH LINE OF SAID LOT 6 A DISTANCE OF 49.07 FEET TO A POINT ON A WEST LINE OF LOT 6 AFORESAID; THENCE NORTH 00°00'00" EAST ALONG SAID WEST LINE 19.63 FEET TO A POINT ON A SOUTH LINE OF SAID LOT 6; THENCE NORTH 90°00'00" WEST ALONG A SOUTH LINE OF LOT 6 AFORESAID 21.72 FEET; THENCE NORTH 00°15'03" EAST PARALLEL WITH THE EAST LINE OF SAID LOT 6 A DISTANCE OF 5.14 FEET; THENCE SOUTH 90°00'00" EAST 0.89 FEET; THENCE NORTH 00°15'03" EAST 38.89 FEET; THENCE NORTH 90°00'00" WEST 6.55 FEET; THENCE NORTH 00°15'03" EAST 44.21 FEET TO A POINT ON THE NORTH LINE OF LOT 6 AFORESAID; THENCE SOUTH 89°53'16" EAST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 76.54 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 20, 2017 AS DOCUMENT NUMBER 1732429058, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PINS: 17-04-435-038-1001 THROUGH 17-04-435-038-1073

COMMONLY KNOWN AS: 9 WEST WALTON STREET, UNIT NOS. 402, 403, 404, 501, 502, 504, 601, 602, 604, 701, 702, 704, 801, 802, 901, 902, 903, 1001, 1002, 1003, 1101, 1102, 1103, 1201, 1202, 1203, 1401, 1402, 1403, 1501, 1502, 1503, 1601, 1602, 1603, 1701, 1702, 1703, 1801, 1803, 1901, 2001, 2002, 2100, 2101, 2102, 2201, 2202, 2301, 2302, 2401, 2402, 2501, 2502, 2601, 2602, 2701, 2702, 2801, 2802, 2901, 2902, 3001, 3002, 3100, 3200, 3300, 3400, 3500, 3600, 3700 AND PH CHICAGO, ILLINOIS 60610

UNOFFICIAL COPY

Exhibit "C-1"

LEGAL DESCRIPTION OF THE 9 W WALTON PARKING EASEMENT PARCELS

PARCEL 1:

FORMER UNITS GU-225, GU-226, GU-228, GU-229, GU-233, GU-234, GU-241, GU-242, GU-243, GU-244, GU-245, GU-247, GU-248, GU-249, GU-250, GU-251, GU-252, GU-253, GU-254, GU-255, GU-256, GU-257, GU-258, GU-259, GU-260, GU-261, GU-262, GU-263, GU-266, GU-267, GU-268, GU-269, GU-270, GU-271, GU-272, GU-273, GU-274, GU-275, GU-276, GU-277, GU-278, GU-281, GU-282, GU-283, GU-284, GU-287, GU-288, GU-289, GU-290, GU-291, GU-293, GU-295, GU-299, GU-300, GU-301, GU-302, GU-303, GU-304, GU-305, AND GU-306 IN WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED ON THE PLAT ATTACHED TO DECLARATION OF CONDOMINIUM RECORDED MAY 27, 2010 AS DOCUMENT NUMBER 1014716029, AS AMENDED FROM TIME TO TIME, BEING LOCATED ON LOT 5 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, ALL IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM MADE BY WALTON ON THE PARK SOUTH, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS AMENDED BY FIRST AMENDMENT RECORDED JULY 19, 2010 AS DOCUMENT NUMBER 1020039084, AND RE-RECORDED ON AUGUST 18, 2010 AS DOCUMENT NUMBER 1023010047, AND AMENDMENT RECORDED OCTOBER 17, 2011 AS DOCUMENT NUMBER 1129029068, TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Address: 2 West Delaware Place, Former Units GU-225, GU-226, GU-228, GU-229, GU-233, GU-234, GU-241, GU-242, GU-243, GU-244, GU-245, GU-247, GU-248, GU-249, GU-250, GU-251, GU-252, GU-253, GU-254, GU-255, GU-256, GU-257, GU-258, GU-259, GU-260, GU-261, GU-262, GU-263, GU-266, GU-267, GU-268, GU-269, GU-270, GU-271, GU-272, GU-273, GU-274, GU-275, GU-276, GU-277, GU-278, GU-281, GU-282, GU-283, GU-284, GU-287, GU-288, GU-289, GU-290, GU-291, GU-293, GU-295, GU-299, GU-300, GU-301, GU-302, GU-303, GU-304, GU-305, AND GU-306, Chicago, Illinois 60610

PINS:

17-04-435-034-1418	17-04-435-034-1435
17-04-435-034-1419	17-04-435-034-1436
17-04-435-034-1420	17-04-435-034-1438
17-04-435-034-1421	17-04-435-034-1439
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17-04-435-034-1434	17-04-435-034-1444

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17-04-435-034-1493
17-04-435-034-1494

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit "C-2"

**DEPICTION OF
THE 9 W WALTON PARKING EASEMENT PARCELS**

Attached.

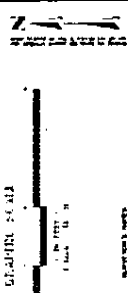
Property of Cook County Clerk's Office

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

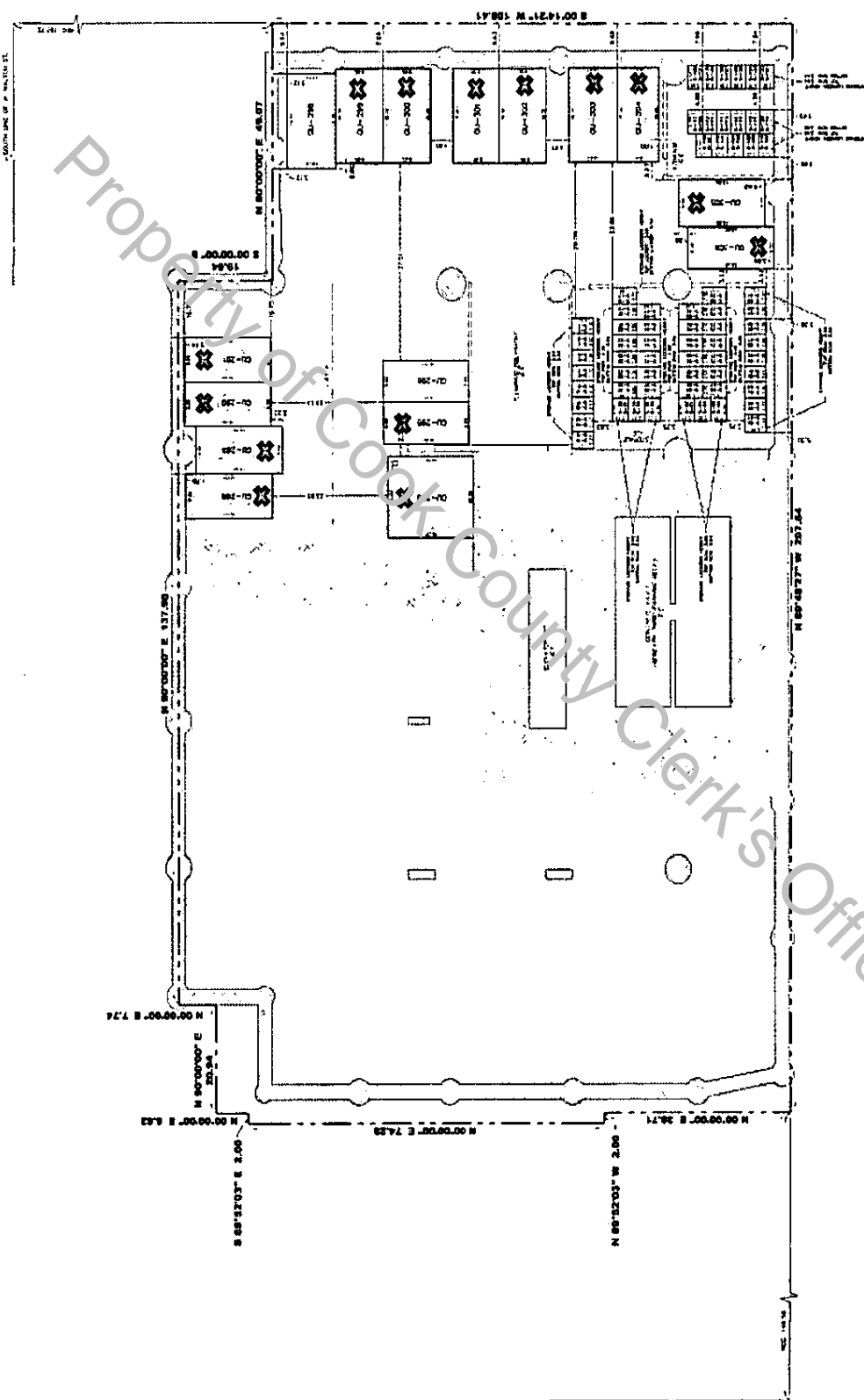
COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

UNOFFICIAL COPY

**WALTON ON THE PARK SOUTH CONDOMINIUMS
2 WEST DELAWARE PLACE
CHICAGO, ILLINOIS**



- 1. ALL DIMENSIONS SHOWN ON THIS PLAN ARE IN FEET AND INCHES.
- 2. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF WALLS UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF WALLS UNLESS OTHERWISE NOTED.
- 4. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF WALLS UNLESS OTHERWISE NOTED.
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- 9. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF WALLS UNLESS OTHERWISE NOTED.
- 10. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF WALLS UNLESS OTHERWISE NOTED.



N. STATE ST.
E. 80°14'21" W 128.43'

SOUTH SIDE OF W. DELAWARE PL.

N. 80°00'00" E 49.87'

S. 80°00'00" E 15.84'

N. 80°00'00" E 327.00'

N. 80°00'00" E 7.74'

N. 80°00'00" E 2.00'

N. 00°00'00" E 74.29'

N. 80°12'00" W 2.00'

N. 00°00'00" E 28.71'

N. 80°45'00" W 257.84'

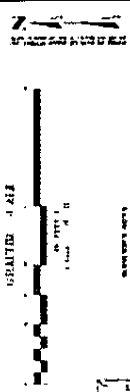
W. DELAWARE PL.
INDENTURE DATED 12/15/17 PUBLIC RECORD # 2017-000000

McTigue & Spiewak, Inc.
1111 N. WABASH AVE., SUITE 1000
CHICAGO, IL 60610
TEL: 312.467.1000
WWW.MCTIGUEANDSPIEWAK.COM

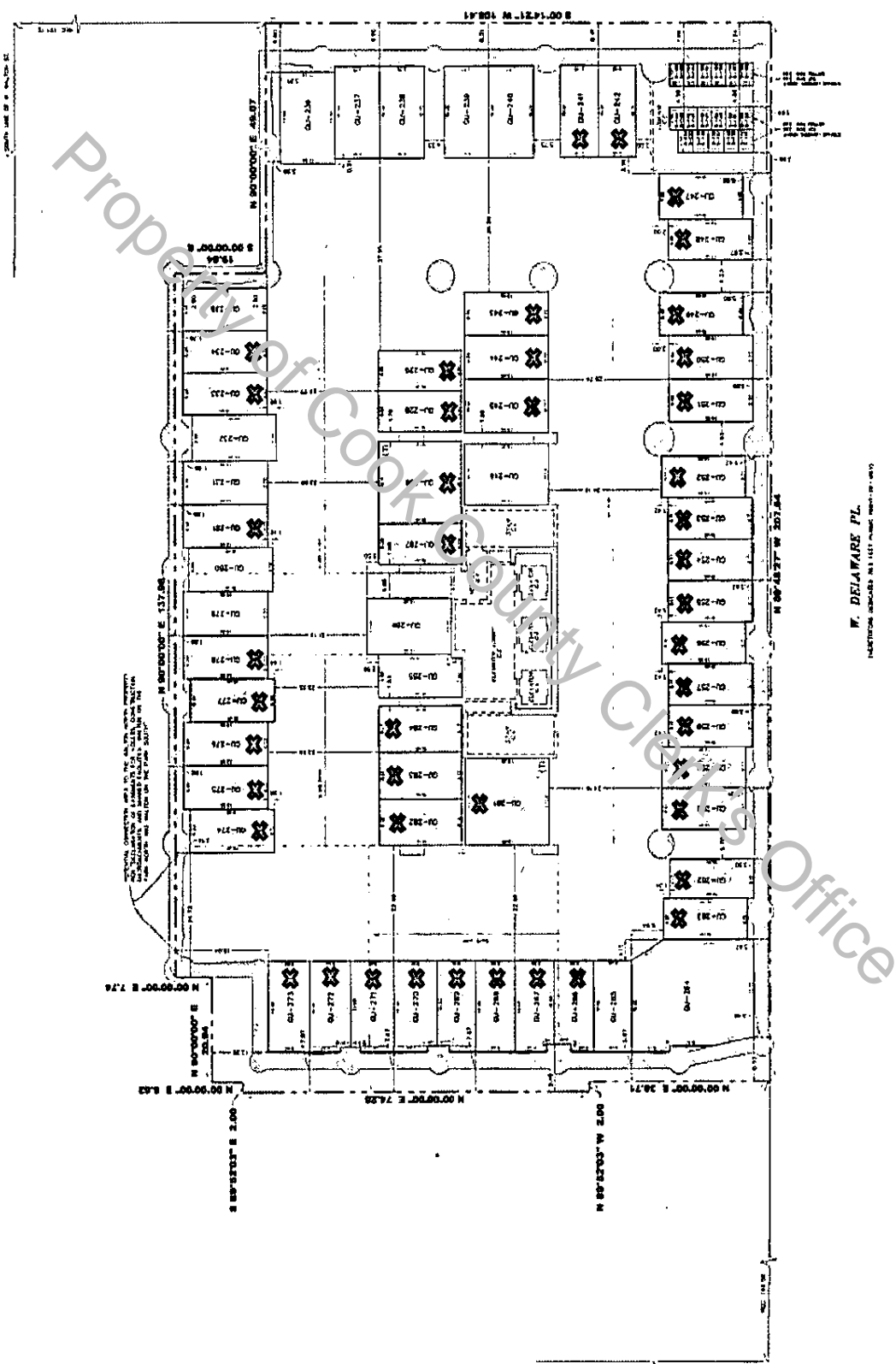
Property of Cook County Clerk's Office

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WALTON ON THE PARK SOUTH CONDOMINIUMS
2 WEST DELAWARE PLACE
CHICAGO, ILLINOIS



- 1. ALL DIMENSIONS ARE IN FEET AND INCHES (FRACTIONS OF INCHES).
- 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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- 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



BASEMENT 3 LEVEL
PAGE 5 OF 40
COMBIT '0'

McTigue & Spiewak, Inc.
Architects
1111 North Dearborn Street
Chicago, Illinois 60610
Tel: (312) 329-1111
Fax: (312) 329-1112
www.mctigue-spiewak.com

UNOFFICIAL COPY

WALTON ON THE PARK SOUTH CONDOMINIUMS 2 WEST DELAWARE PLACE CHICAGO, ILLINOIS

1. THIS PLAN SHOWS THE UNIT, COMMON AREA, COMMON ELEMENTS, AND COMMON OFFICES OF THE CONDOMINIUM AS SHOWN ON THE PLANS. IT IS THE RESPONSIBILITY OF THE UNIT OWNER TO VERIFY THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN. THE ARCHITECT AND ENGINEER ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN.

2. THE UNIT OWNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN. THE ARCHITECT AND ENGINEER ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN.

3. ALL UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE CONDOMINIUM ACT (670 CS) AND THE CONDOMINIUM REGULATIONS (670 CR).

4. THE UNIT OWNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN. THE ARCHITECT AND ENGINEER ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN.

5. THE UNIT OWNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN. THE ARCHITECT AND ENGINEER ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN.

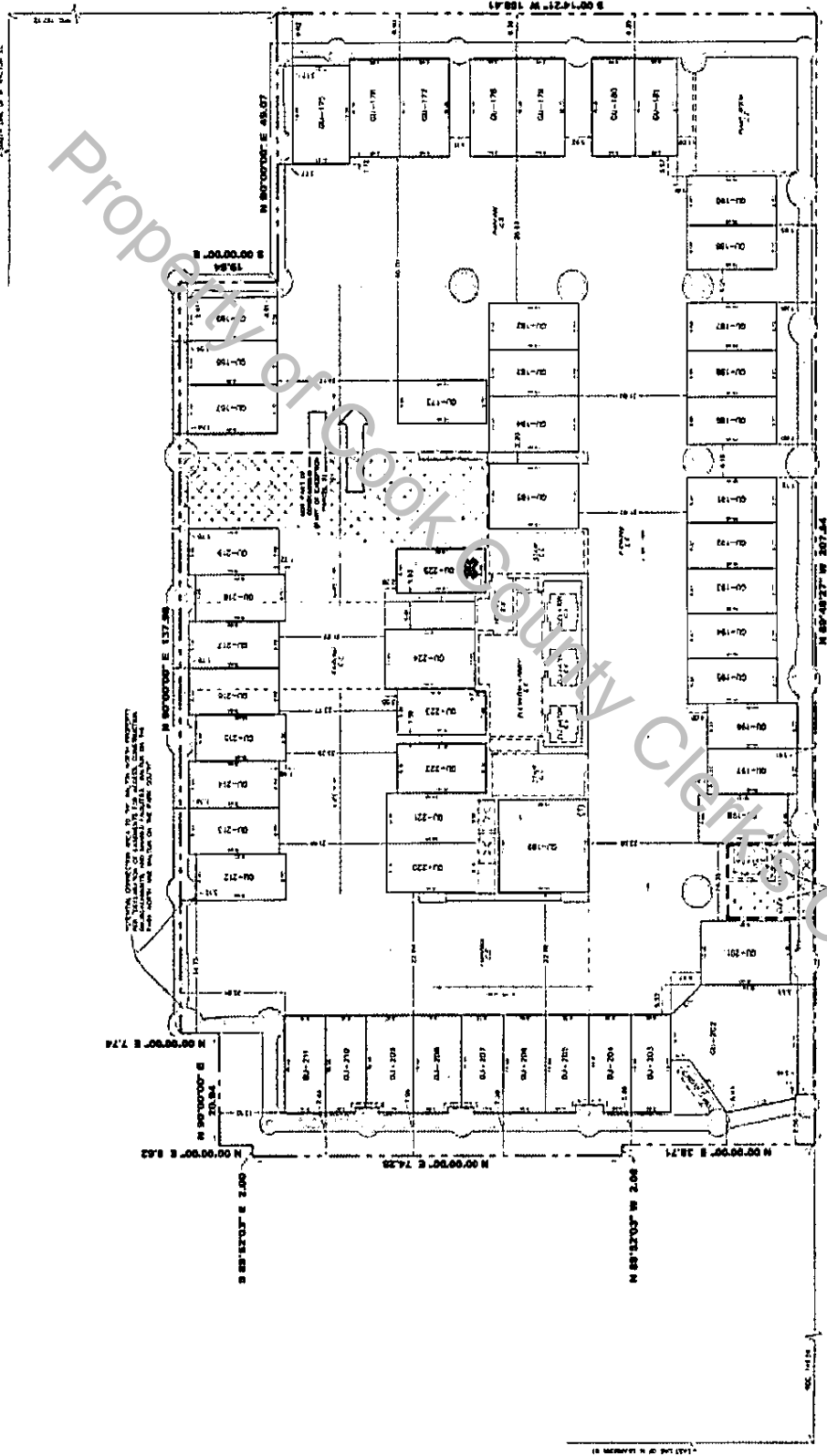
6. THE UNIT OWNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN. THE ARCHITECT AND ENGINEER ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN.

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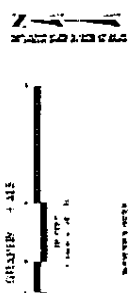


BASEMENT 2 LEVEL
PAGE 6 OF 40
EXHIBIT 10

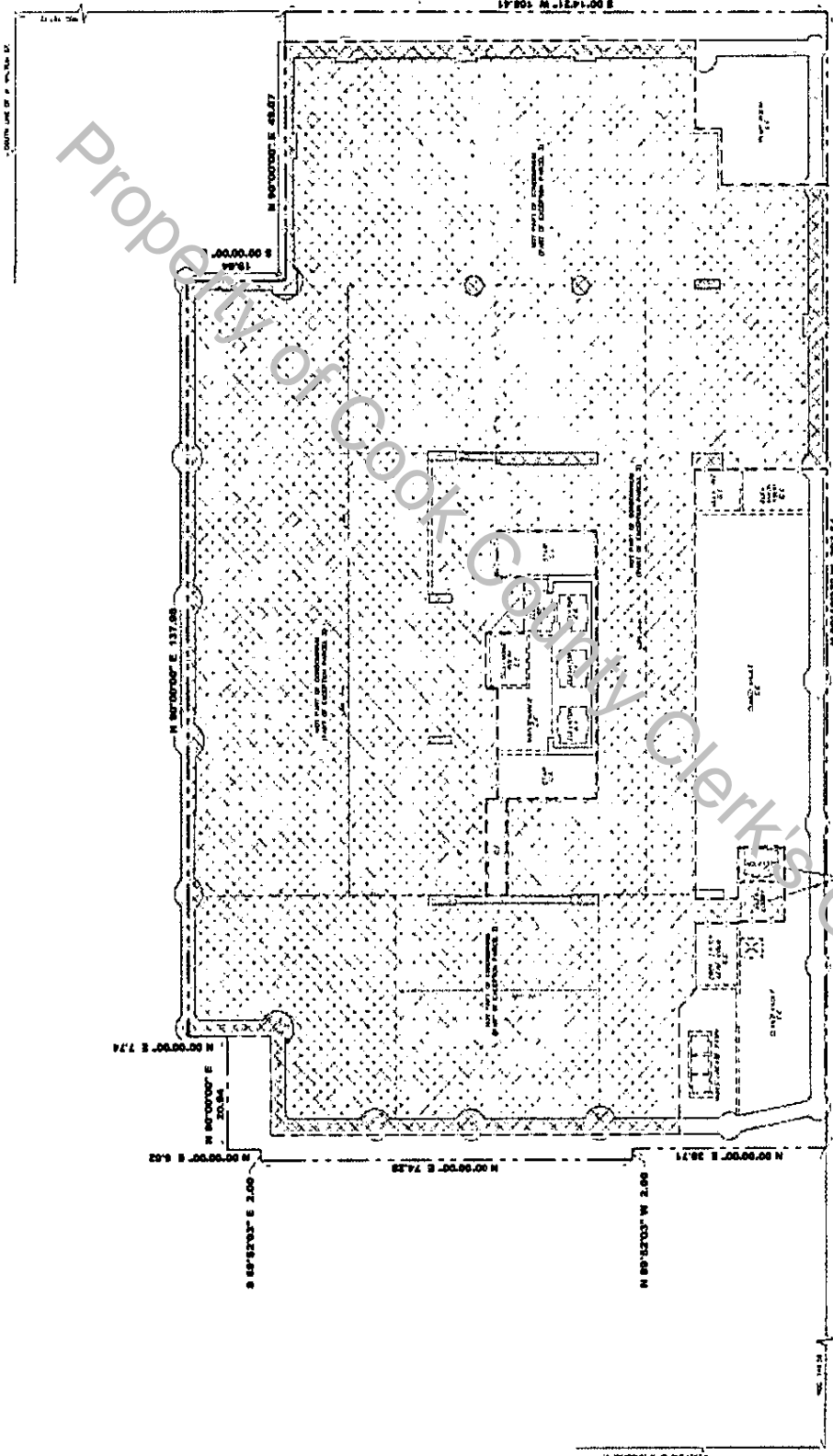
PROJECT: 2 WEST DELAWARE PLACE
 CLIENT: MCTIGUE & SPIEWAK, INC.
 ARCHITECT: MCTIGUE & SPIEWAK, INC.
 ADDRESS: 2 WEST DELAWARE PLACE, CHICAGO, IL 60601
 PHONE: (773) 329-1234
 FAX: (773) 329-1234
 EMAIL: info@mctigueandspiwak.com
 WEBSITE: www.mctigueandspiwak.com

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WALTON ON THE PARK SOUTH CONDOMINIUMS
2 WEST DELAWARE PLACE
CHICAGO, ILLINOIS



- 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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- 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



N. STATE ST.

T. DELAWARE PL.

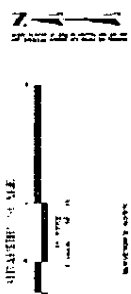
BASEMENT 1 LEVEL
PAGE 7 OF 40
EXHIBIT 'D'

McTIGUE & SPIEWAK, INC.

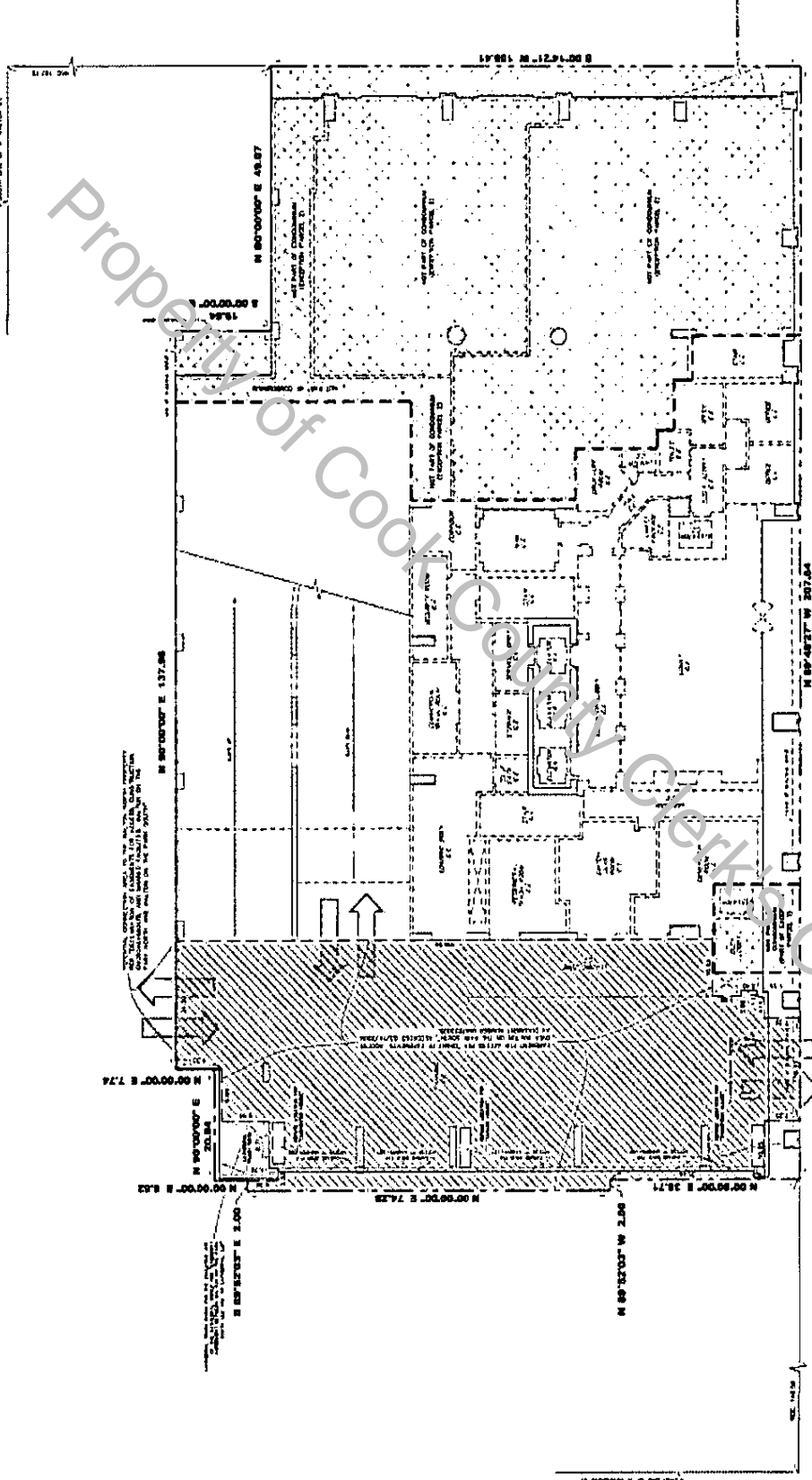
Professional Engineer Seal for McTigue & Spiewak, Inc. License No. 031200001, State of Illinois, Mechanical Engineering.

UNOFFICIAL COPY

WALTON ON THE PARK SOUTH CONDOMINIUMS
2 WEST DELAWARE PLACE
CHICAGO, ILLINOIS



- 1. ALL DIMENSIONS SHOWN ON THIS PLAN ARE IN FEET AND INCHES (ROUNDED DOWN TO THE NEAREST 1/8").
- 2. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF WALLS UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF WALLS UNLESS OTHERWISE NOTED.
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- 10. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF WALLS UNLESS OTHERWISE NOTED.



W. DELAWARE PL.
SECTION INDICATED BY THIS FLOOR PLAN

McTigue & Spiewak, Inc.
Architects
1111 N. Dearborn Street, Suite 1000
Chicago, IL 60610
Tel: 312.329.1100
Fax: 312.329.1101
www.mctigue.com