

# UNOFFICIAL COPY

*DATE 1801588LD 3016 TMS*  
PREPARED BY, RECORDING  
REQUESTED BY AND WHEN  
RECORDED RETURN TO:

Neal, Gerber & Eisenberg LLP  
Two North LaSalle Street, Suite 1700  
Chicago, Illinois 60602  
Attention: Elizabeth Radichel, Esq.



Doc# 2305515002 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/24/2023 09:09 AM PG: 1 OF 22

Above Space for Recorder/Clerk Use Only

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Easement Agreement") is made as of the 17 day of February, 2023, by and between **1100 Grand Chicago Owner**, an Illinois limited liability company ("Grantor") and **Grand Flag, LLC**, a Delaware limited liability company ("Grantee").

## RECITALS

A. Grantor is the owner in fee simple of certain real property located in the City of Chicago, County of Cook and State of Illinois ("Grantor's Parcel") legally described on Exhibit A attached hereto and incorporated herein.

B. Grantee desires to obtain from Grantor, and Grantor desires to grant to Grantee, a non-exclusive easement on, over, under and across that certain portion of Grantor's Parcel depicted on Exhibit B attached hereto and legally described on Exhibit B-1 attached hereto (the "Access Easement Parcel") for the purposes of pedestrian and vehicular ingress and egress to, from and between Grand Avenue to the Flag Pole Easement Parcel (hereinafter defined).

C. Grantee desires to obtain from Grantor, and Grantor desires to grant to Grantee, an exclusive easement on, over, under and across that certain portion of Grantor's Parcel depicted on Exhibit B attached hereto and legally described on Exhibit B-2 attached hereto in the area generally surrounding the base of the Flag Pole (hereinafter defined) (the "Flag Pole Easement Parcel"), for the operation, maintenance, repair, reconstruction and replacement of, and the making of capital improvements to, a flag pole structure with flag(s) (the "Flag Pole") located on the Flag Pole Easement Parcel, together with the right to construct, maintain, operate and preserve the Flag Pole Easement Parcel, including, without limitation, at Grantee's election, the right to construct, operate, maintain and preserve landscaping improvements, sidewalks, lighting, benches and utility improvements, if any (collectively, and together with the Flag Pole, the "Improvements"), on, over and across the Flag Pole Easement Parcel.

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D. Grantee further desires to obtain from Grantor, and Grantor desires to grant to Grantee, an exclusive easement for certain airspace above a portion of Grantor's Parcel (the "**Flag Swing Easement Area**"), and, together with the Access Easement Parcel and the Flag Pole Easement Parcel, the "**Easement Parcels**") to fly a flag or flags on the Flag Pole, it being understood that the Flag Swing Easement Area shall mean the two separate airspaces (with separate radius distances) commencing (i) at a height of thirteen feet (13') Chicago City Datum ("**CCD**") and extending outwards from the Flag Pole a radius of twenty feet (20') in all directions and continuing to a height of seventy nine feet (79') CCD (the "**Lower Flag Swing Easement Area**"), and (ii) at a height of seventy nine feet (79') CCD and extending outwards from the Flag Pole a radius of eighty feet (80') in all directions, and continuing in the airspace above such height and radius (the "**Upper Flag Swing Easement Area**"). The Lower and Upper Flag Swing Easement Areas are depicted on Exhibit B-3 attached hereto and legally described on Exhibit B-4 attached hereto. For context, it is the parties' understanding that grade level at the Flag Pole Easement Area is approximately thirteen feet (13') CCD.

E. The parties desire to make certain agreements regarding the easements all as more particularly described herein.

NOW THEREFORE, in consideration of the premises, the mutual covenants, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Recitals. The above recitals are incorporated herein by reference.
2. Grant of Easements.

a. Grantor hereby grants to Grantee, subject to the rights and obligations as herein provided, a non-exclusive easement on, over, under and across the Access Easement Parcel for the sole purpose of pedestrian and vehicular access, ingress and egress, to, from and between Grand Avenue to the Flag Pole Easement Parcel (the "**Access Easement**"). For purposes hereof, vehicular access shall include the ability for Grantee to cause a truck or crane to access the Flag Pole for purposes of maintenance, repairs and switching flags located thereon. Grantee shall promptly repair and replace any damage to Grantor's Parcel caused by a truck or crane used by Grantee, or otherwise caused by Grantee in connection with its use of the Easements, except to the extent arising in whole or in part from the acts or omissions of Grantor or its tenants, employees, agents or invitees. Grantor shall at all times retain the right to also use and cross over the Access Easement Parcel for Grantor's benefit, subject to Section 2(e); provided however, that Grantor does not unreasonably interfere with Grantee's use and enjoyment of the Access Easement Parcel or the ability of Grantee to exercise its rights hereunder.

b. Grantor hereby grants to Grantee, at no cost or expense to Grantee except the consideration expressly stated herein, an exclusive easement on, over, under, through and across the Flag Pole Easement Parcel for (i) the operation, maintenance, repair, reconstruction and replacement of, and the making of capital improvements to, the Flag Pole and (ii) the right to construct, maintain, operate and preserve the Flag Pole Easement Parcel, including, without limitation, the right to construct, operate, maintain and preserve the Improvements (collectively, the "**Flag Pole Easement**"). The Flag Pole Easement shall be an exclusive easement for Grantee's

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benefit and no other person or entity shall have the right to utilize the Flag Pole Easement Parcel or any portion thereof.

c. Grantor further hereby grants to Grantee, at no cost or expense to Grantee except the consideration expressly stated herein, an exclusive easement over and across the airspace within the Flag Swing Easement Area for the flying of flag(s) on the Flag Pole at such height within the Flag Swing Easement Area and at such times and/or durations as Grantee so desires (the “**Flag Swing Easement**”). The Flag Swing Easement shall be an exclusive easement for Grantee’s benefit and no other person or entity shall have the right to utilize the Flag Swing Easement Area or any portion of the Flag Pole.

d. In addition, Grantor hereby grants to Grantee, at no cost or expense to Grantee except the consideration expressly stated herein, a non-exclusive easement on, over, under, through and across the Flag Pole Easement Parcel, the Access Easement Parcel and, provided such connections do not unreasonably interfere with Grantor’s use of the remaining portions of Grantor’s Parcel, such other portions of Grantor’s Parcel as are reasonably necessary for Grantee’s use of the Facilities, including the right to connect to certain electric facilities located on the Grantor’s Parcel that are reasonably necessary to provide Grantee with the use of the Facilities (including, without limitation, the continued right to connect to the utilities serving Grantor’s Parcel following any redevelopment of the Grantor’s Parcel, subject to the following sentence) (the “**Facilities Easement**”, and together with the Access Easement, the Flag Pole Easement and the Flag Swing Easement, the “**Easements**”). The parties understand and agree that certain Facilities or utility connections servicing the Facilities are or will be located on the Grantor’s Parcel outside the Flag Pole Easement Parcel and the Access Easement Parcel, and in the event that the supply of any utilities will be temporarily disrupted due to Grantor’s redevelopment, Grantor shall give Grantee not less than five (5) business days prior written notice of such anticipated interruption, and in such event, Grantee shall be permitted to utilize a generator until such time as the use of the Facilities is restored, and Grantor’s redevelopment, upon completion, shall allow Grantee the continued ability to connect to the utilities on Grantor’s Parcel to operate the Facilities. “**Facilities**” shall mean electrical lines and lighting and equipment related to such items that serve the Flag Pole or the lighting thereof. If the Facilities are not separately metered at any time, either Grantor or Grantee may elect to have the Facilities exclusively serving the Flag Pole and the Flag Pole Easement Parcel separately metered, at the electing party’s sole cost and expense. Grantee shall be responsible for the cost of any and all Facilities utilized. If the Facilities are not separately metered, Grantee shall reimburse Grantor for a proportionate share of the actual costs of such Facilities, as reasonably calculated by Grantor, within thirty (30) days of demand. Upon written request, Grantor shall provide reasonable evidence of such calculation, including copies of utility bills or other relevant documentation.

e. Notwithstanding the foregoing, Grantor shall be permitted to construct upon the remaining portion of Grantor’s Parcel or on the Access Easement Parcel any structure, building, or other improvements permitted by Applicable Law provided that in no event shall any such improvements (i) obstruct use of or access to the Flag Pole Easement Parcel or the Access Easement Parcel (and for purposes hereof, if such access shall be through a structure, (i) the access route shall require a minimum clearance of eleven feet (11’) and (ii) Grantor shall provide such keys and codes or other similar items necessary to permit Grantee to independently access the Flag Pole Easement Parcel at such times as Grantee desires), (ii) obstruct the ability for the flag(s) to

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swing freely in the Flag Swing Easement Area, (iii) permanently obstruct Grantee's ability to connect the Facilities through Grantor's Parcel, or (iv) otherwise unreasonably interfere with Grantee's rights hereunder. For the avoidance of doubt, Grantor shall have no rights to use or occupy the Flag Pole Easement Parcel or the Flag Swing Easement Area and the use of such easement areas shall be exclusive to Grantee.

f. Each and all of the rights, privileges and easements conferred upon Grantee pursuant to this Easement Agreement may be exercised by Grantee from time to time and at any time without notice to Grantor. The Easements granted herein shall be binding on, enforceable against and burden Grantor's Parcel and run to the benefit of Grantee, together with Grantee's affiliates, successors and assigns, agents, licensees, employees and contractors.

g. No Build on Parcel 5. In addition to the easements granted herein, the parties agree that no permanent vertical structures shall be built on Parcel 5 (as shown in Exhibit B attached hereto), and Parcel 5 shall be restricted to only open, landscaped space and associated flagpole improvements such as lighting.

### 3. Maintenance.

a. Grantee shall operate, maintain, and repair the Flag Pole, the Flag Pole Easement Parcel and the Facilities (to the extent the Facilities exclusively serve the Flag Pole or the Flag Pole Easement Parcel) at its sole cost and expense pursuant to Applicable Laws (hereinafter defined). All costs and expenses with respect to the operation, maintenance, repair, reconstruction and replacement of the Flag Pole, together with all other costs associated with the exercise of Grantee's rights hereunder, shall be paid by Grantee (except to the extent arising from Grantor's or Grantor's employees, agents, officers, and directors gross negligence or willful misconduct). For the avoidance of doubt, Grantee shall retain all rights to include such flag or flags on the Flag Pole as Grantee so desires, to change such flags on the Flag Pole from time to time, and Grantee shall, in its sole discretion, make all determinations as to what maintenance is required to meet the standards set forth in this Section 3. Notwithstanding the foregoing, Grantee agrees that it shall not utilize any flags that are lewd or offensive without the prior consent of Grantor. For the avoidance of doubt, and not in limitation of other flags, none of the following flags shall be deemed "lewd or offensive" and shall be expressly permitted: the United States, the City of Chicago, the Ukrainian flag, Pride, Chicago Police Memorial, Chicago Fire Memorial, any flag for any Chicago or Chicago-area sporting team, Breast Cancer Awareness, any flag for Sterling Bay, or any flag for a holiday recognized by the City of Chicago, State of Illinois and/or the United States. Grantor shall operate, maintain and repair the Access Easement Parcel (including without limitation any buildings and other improvements located thereon) and shall pay for all costs and expenses with respect to the operating and maintenance of the Access Easement Parcel (other than with respect to any Facilities located on the Access Easement Parcel or those items caused by Grantee) (except to the extent arising from Grantee's or Grantee's employees, agents, officers, and directors gross negligence or willful misconduct). "**Applicable Laws**" shall mean all laws, statutes, ordinances, rules, regulations or codes of the United States of America, the State of Illinois, Cook County, the City of Chicago or any agency or authority of any of the foregoing. Grantee shall use reasonable efforts to minimize interruption of the operation of Grantor's Parcel in connection with the exercise of Grantee's rights hereunder, it being expressly understood that flying any flag(s) in the Flag



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Swing Easement Area at any time Grantee elects shall in no case be deemed an interruption of the operation of Grantor's Parcel.

b. Failure to Perform Maintenance Responsibility. If either party shall fail to perform its portion of the maintenance as required by Paragraph 3, the other party may provide the non-performing party with written notice of such default and allow the non-performing party thirty (30) days to remedy the default and perform their portion of the work. If the non-performing fails to remedy a default within the thirty (30) day cure period, the other party may, upon ten (10) days' written notice provided to the non-performing party, undertake the necessary work and present invoices to the non-performing party for the work costs associated with the non-performing party's obligation, plus an administrative markup of ten percent (10%) for time, resources, and energy needed to fulfill the obligation of the non-performing party. The non-performing party shall pay such invoices within thirty (30) days.

4. Insurance / Release and Indemnity.

- a. Grantor shall indemnify, defend and hold harmless Grantee, its employees, agents, officers and directors, from and against any and all liability, loss, damage, expense, actions and claims, including, without limitation, reasonable attorneys' fees and costs incurred by Grantee arising, directly or indirectly, as a result of the acts or omissions of Grantor or Grantor's agents or employees, except for any such liability, loss, damage, costs and expenses arising in whole or in part from the acts or omissions of Grantee or its employees, agents or invitees. Grantee shall indemnify, defend and hold harmless Grantor, its tenants, employees, agents, officers and directors, from and against any and all liability, loss, damage, expense, actions and claims, including, without limitation, reasonable attorneys' fees and costs incurred by Grantor arising, directly or indirectly, as a result of the acts or omissions of the Grantee or Grantee's employees, agents, or invitees, in connection with the use of the Easement Parcel pursuant to this Easement Agreement, except for any such liability, loss, damage, costs and expenses arising in whole or in part from the acts or omissions of Grantor or its tenants, employees, agents or invitees.
- b. Insurance. Grantee, at its sole cost and expense, shall purchase and keep in full force and effect during the term hereof commercial general public liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,00.00) in the aggregate and procure for its own policy. Grantee shall promptly deposit with Grantor certificates evidencing the foregoing coverages, which certificate shall state that such insurance coverage may not be cancelled without at least thirty (30) days' prior written notice to Grantor. All such insurance shall name Grantor as an additional insured. Grantor may request an increase in insurance to a commercially reasonable amount every ten (10) years.

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5. Not a Dedication. Nothing contained herein shall be construed to be a gift or public dedication of any portion of the Easement Parcels to or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Easement Agreement shall be strictly limited to and for the purposes herein expressed.

6. Recording. This Easement Agreement shall be recorded in the County Clerk's Office of Cook County, Illinois.

7. Term. The term of this Easement Agreement shall commence on the date this Easement Agreement is filed for record in the County Clerk's Office of Cook County, Illinois and, shall continue in perpetuity, unless sooner terminated by the consent of the parties hereto or their respective successors in interest or assigns, or in conformity with Applicable Law

8. Covenants Running with the Land; Assignment. This Easement Agreement shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Grantee shall have the right to assign this Easement Agreement to any entity which is directly or indirectly owned or controlled by, or under common control with, Grantee. Grantee shall not have the right to assign this Easement Agreement to an unrelated or third party entity, except with Grantor's written consent, not to be unreasonably withheld, conditioned or delayed.

9. Entire Agreement. This Easement Agreement (and the attached Exhibits) constitutes the entire agreement between the parties with respect to the subject matter hereof. No modification of this Easement Agreement shall be binding upon Grantor or Grantee unless set forth in writing and signed by Grantor and Grantee, or their respective successors or assigns.

10. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be addressed as follows:

If to Grantor: 1100 GRAND CHICAGO OWNER LLC  
c/o Matthew Katsaros  
2521 N. Halsted  
Chicago, IL 60614  
Attention: Matthew Katsaros  
E-mail: [mkatsaros@wildwoodinvestmentsllc.com](mailto:mkatsaros@wildwoodinvestmentsllc.com)

With a copy to: Ice Miller LLP  
c/o Phillip N. Coover  
200 W. Madison, Suite 3500  
Chicago, IL 60606  
Attention: Phillip N. Coover  
E-mail: [Phillip.coover@icemiller.com](mailto:Phillip.coover@icemiller.com)

If to Grantee: Grand Flag, LLC  
333 N. Green Street, Suite 1100

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Chicago, Illinois 60607  
Attention: Andrew Gloor

With a copy to: Grand Flag, LLC  
333 N. Green Street, Suite 1100  
Chicago, Illinois 60607  
Attention: Dean Marks, Esq.  
Email: [legalnotices@sterlingbay.com](mailto:legalnotices@sterlingbay.com)

or such other addresses as either party from time to time may specify in writing to the other in accordance with this notice provision. All notices hereunder shall be effective upon receipt or refusal when sent by United States Mail, certified, postage prepaid, or by FedEx or other reliable overnight courier service that provides written evidence of delivery, or by personal delivery (and, with respect to Grantee, in all cases a copy of any notice shall also be required to be sent via email to the email identified above).

11. Grantor's Mortgagee. Any mortgage affecting any portion of Grantor's Parcel shall at all times be subject and subordinate to the terms of this Easement Agreement, and any mortgagee that acquires title to Grantor's Parcel by foreclosure or conveyance in lieu thereof shall acquire title to such parcel subject to all of the terms of this Easement Agreement.

12. Severability. If any provision of this Easement Agreement is invalid or unenforceable, this Easement Agreement shall be divisible as to such provision and the remainder of this Easement Agreement shall be and remain valid and binding as though such provision were not included herein.

13. Attorneys' Fees. If either party to this Easement Agreement shall commence any action or other proceeding against the other party arising out of or relating to their respective rights and obligations arising under this Easement Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable attorneys' fees.

14. Applicable Law. This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

15. Interpretation. Independent legal counsel to each of Grantor and Grantee, respectively, have contributed to the negotiation and preparation of this Easement Agreement. There shall be no presumption in favor of or against either party in the interpretation of this Easement Agreement. Captions and section headings are included herein solely for convenience of reference.

16. Remedies. Without limiting either party's other rights under this Easement Agreement at law or in equity, each party and its successors and assigns shall have the authority to enforce any and all of the rights, covenants, and obligations set forth in this Easement Agreement against any person or persons violating or attempting to violate the same and may enter proceedings at law or in equity to restrain a violation of the rights, covenants, and obligations contained herein and to recover damages for the breach or violation thereof.

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17. Counterparts. This Easement Agreement may be executed in counterparts which, when taken together, shall constitute one and the same instrument.

[Signature page follows]

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

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed and delivered the within Easement Agreement as of the day and year first above written.

GRANTOR:

**1100 GRAND CHICAGO OWNER LLC**  
an Illinois limited liability company

By: \_\_\_\_\_

Name: Matthew Katsaros

Title: Authorized Signatory

GRANTEE:

**GRAND FLAG, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  


Name: Andrew Gloor

Title: Authorized Signatory

Property of Cook County Clerk's Office

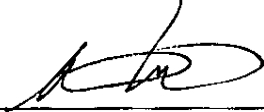
[Signature Page to Flag Easement]

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed and delivered the within Easement Agreement as of the day and year first above written.

GRANTOR:

**1100 GRAND CHICAGO OWNER LLC**  
an Illinois limited liability company

By:  \_\_\_\_\_

Name: Matthew Katsaros  
Title: Authorized Signatory

GRANTEE:

**STERLING BAY, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Andrew Gloor  
Title: Authorized Signatory

Property of Cook County Clerk's Office

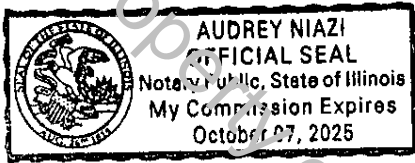
[Signature Page to Flag Easement]

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STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF COOK        )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of February 2023 by Matthew Katsaros, the Authorized Signatory of 1100 GRAND CHICAGO OWNER LLC, an Illinois limited liability company, who acknowledged that he did sign the foregoing instrument in such capacity on behalf of said limited liability company, and that the same is his free act and deed, and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.



Audrey Niazi  
Notary Public

STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF COOK        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Andrew Gloor, the Authorized Signatory of Sterling Bay, LLC, a Delaware limited liability company, who acknowledged that he did sign the foregoing instrument in such capacity on behalf of said limited liability company, and that the same is his free act and deed, and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

\_\_\_\_\_  
Notary Public

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  ) ss  
COUNTY OF COOK     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Matthew Katsaros, the Authorized Signatory of 1100 GRAND CHICAGO OWNER LLC, an Illinois limited liability company, who acknowledged that he did sign the foregoing instrument in such capacity on behalf of said limited liability company, and that the same is his free act and deed, and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

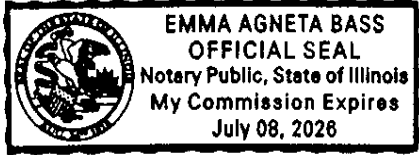
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
  ) ss  
COUNTY OF COOK     )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2023 by Andrew Gloor, the Authorized Signatory of Grand Flag, LLC, a Delaware limited liability company, who acknowledged that he did sign the foregoing instrument in such capacity on behalf of said limited liability company, and that the same is his free act and deed, and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

*Emmagneta Bass*  
\_\_\_\_\_  
Notary Public



[Notary Page to Flag Easement]

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## EXHIBIT A

### GRANTOR'S PARCEL

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

Parcel 1:

Lots 10 to 13 inclusive, in Subdivision of Blocks 9, 10, 24, 27, 40 to 42 and the Southwest part of 43 in Block 24 in Ogden's Addition to Chicago in the West 1/2 of the Northeast 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The West 1/2 of vacated Aberdeen Street lying East of and adjoining parcel one aforesaid.

Parcel 3:

That part of the East 1/2 of Aberdeen Street vacated by Ordinance passed July 19, 1989 and recorded October 17, 1989 as document number 89492253 in the office of Recorder of Deeds of Cook County, Illinois, lying West of and adjoining the West Line of Lot 11 in Block 23 in Ogden's Addition to Chicago in the Northeast 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian; lying East of the East Line of Lots 10 to 13, both inclusive, in Block 24 in Subdivision of Block 9, 10, 24 to 27, 40 to 42 and Southwest part of 43 in Ogden's addition to Chicago Aforementioned; lying South of the eastwardly extension of the North Line of Lot 10 in Block 24 in Subdivision of Blocks 9, 10, 24 to 27 aforementioned; and lying North of a line drawn from the Southwest corner of Lot 11 in Block 23 in Ogden's Addition to Chicago Aforementioned to the Southeast Corner of Lot 13 in Block 24 in Subdivision of Blocks 9, 10, 24 to 27 aforementioned, in Cook County, Illinois.

Parcel 4:

That part of Lots 7, 8 and 9 in Block 24 in Ogden's Addition to Chicago in the Northeast 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the Southwest Corner of Lot 9; thence North 00 degrees 30 minutes 00 seconds West along the West Line of said Lots for a distance of 52.53 feet; thence South 74 degrees 27 minutes 59 seconds East 113.41 feet to the East Line of Lot 9; thence South 00 degrees 29 minutes 52 seconds East along said East line 22.16 feet to the Southeast Corner Thereof; thence South 90 degrees 00 minutes 00 seconds West along the South Line of Lot 9 for a distance of 109.0 feet to the point of beginning, in Cook County, Illinois.



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Parcel 5:

That part of Aberdeen Street lying North of the North Line of Aberdeen Street as vacated by Ordinance passed July 19, 1989 and recorded October 17, 1989 as document number 89492253 in the office of Recorder of Deeds of Cook County, Illinois; lying West of and adjoining the West Line of Lot 11 in Block 23 in Ogden's Addition to Chicago in the Northeast 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian; lying East of the East Line of Lot 9 in Block 24 in Subdivision of Block 9, 10, 24 to 27, 40 to 42 and Southwest part of 43 in Ogden's addition to Chicago Aforementioned, described as follows:

commencing at the Southwest Corner of Lot 9; thence North 00 degrees 30 minutes 00 seconds West along the West Line of Lots 7, 8 and 9 in Block 24 in Subdivision of Block 9, 10, 24 to 27, 40 to 42 and Southwest part of 43 in Ogden's addition to Chicago Aforementioned a Distance of 52.53 Feet; thence South 74 degrees 27 minutes 59 seconds East 113.41 feet to the East Line of Lot 9 and the point of beginning; thence South 00 degrees 29 minutes 52 seconds East along said East line 22.16 feet to the Southeast corner thereof; thence North 90 degrees 00 minutes 00 seconds East along said North Line of Aberdeen Street as vacated a distance of 66.00 feet to the West Line of Said Lot 11; thence North 00 degrees 29 minutes 52 seconds West along the West Line of Said Lot 11 a distance of 3.77 feet; thence North 74 degrees 27 minutes 59 seconds West 68.67 feet to the point of beginning, as vacated by ordinance recorded November 14, 2016 as document number 1631945082, in Cook County, Illinois.

ADDRESS: 1100 W. Grand, Chicago, Illinois 60642

PERMANENT INDEX NUMBERS: 17-08-238-023-0000,  
17-08-238-024-0000,  
17-08-238-027-0000

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## EXHIBIT B

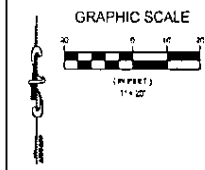
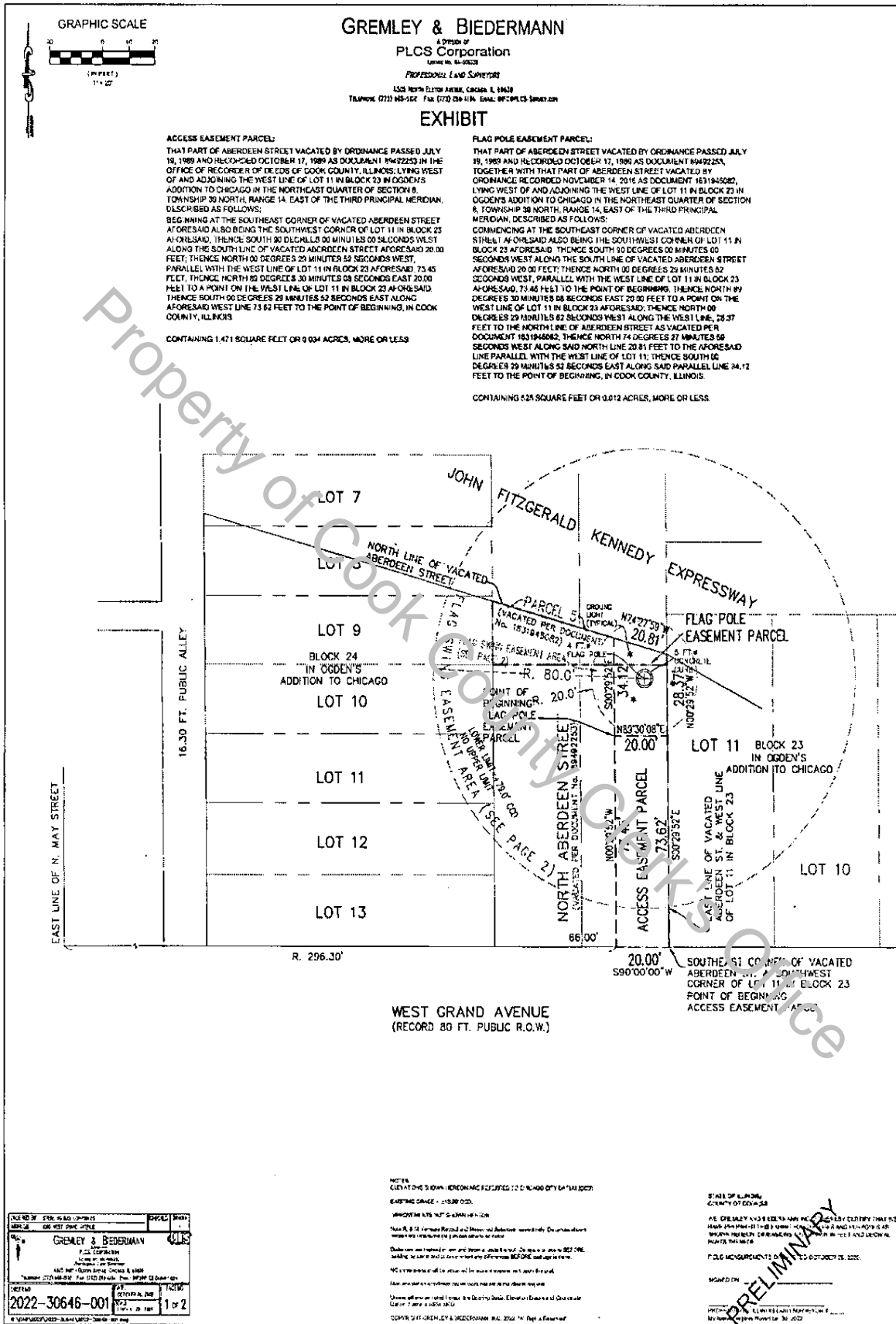
### DEPICTION OF ACCESS EASEMENT PARCEL AND FLAG POLE EASEMENT PARCEL

(attached hereto)

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

Property of Cook County Clerk's Office

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**GREMLAY & BIEDERMANN**  
 A DIVISION OF  
**PLCS Corporation**  
 LICENSE NO. 04-00028  
 PROFESSIONAL LAND SURVEYORS  
 1505 NORTH ELSTON AVENUE, CHICAGO, IL 60642  
 TELEPHONE (773) 485-1500 FAX (773) 239-1114 EMAIL: OFF@PLCS-SURV.COM

### EXHIBIT

#### ACCESS EASEMENT PARCEL:

THAT PART OF ABERDEEN STREET VACATED BY ORDINANCE PASSED JULY 19, 1989 AND RECORDED OCTOBER 17, 1989 AS DOCUMENT 18422253 IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS; LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 11 IN BLOCK 23 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF VACATED ABERDEEN STREET AFORESAID ALSO BEING THE SOUTHWEST CORNER OF LOT 11 IN BLOCK 23 AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF VACATED ABERDEEN STREET AFORESAID 20.00 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 52 SECONDS WEST, PARALLEL WITH THE WEST LINE OF LOT 11 IN BLOCK 23 AFORESAID, 73.45 FEET; THENCE NORTH 80 DEGREES 30 MINUTES 08 SECONDS EAST 20.00 FEET TO A POINT ON THE WEST LINE OF LOT 11 IN BLOCK 23 AFORESAID; THENCE SOUTH 00 DEGREES 29 MINUTES 52 SECONDS EAST ALONG AFORESAID WEST LINE 73.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 1.471 SQUARE FEET OR 0.034 ACRES, MORE OR LESS

#### FLAG POLE EASEMENT PARCEL:

THAT PART OF ABERDEEN STREET VACATED BY ORDINANCE PASSED JULY 19, 1989 AND RECORDED OCTOBER 17, 1989 AS DOCUMENT 18422253, TOGETHER WITH THAT PART OF ABERDEEN STREET VACATED BY ORDINANCE RECORDED NOVEMBER 14, 2016 AS DOCUMENT 183165882, LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 11 IN BLOCK 23 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF VACATED ABERDEEN STREET AFORESAID ALSO BEING THE SOUTHWEST CORNER OF LOT 11 IN BLOCK 23 AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF VACATED ABERDEEN STREET AFORESAID 20.00 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 52 SECONDS WEST, PARALLEL WITH THE WEST LINE OF LOT 11 IN BLOCK 23 AFORESAID, 73.46 FEET TO THE POINT OF BEGINNING; THENCE NORTH 80 DEGREES 30 MINUTES 08 SECONDS EAST 20.00 FEET TO A POINT ON THE WEST LINE OF LOT 11 IN BLOCK 23 AFORESAID; THENCE NORTH 00 DEGREES 29 MINUTES 52 SECONDS WEST ALONG THE WEST LINE, 79.57 FEET TO THE NORTH LINE OF ABERDEEN STREET AS VACATED PER DOCUMENT 183165882; THENCE NORTH 74 DEGREES 27 MINUTES 58 SECONDS WEST ALONG SAID NORTH LINE 20.81 FEET TO THE AFORESAID LINE PARALLEL WITH THE WEST LINE OF LOT 11; THENCE SOUTH 00 DEGREES 29 MINUTES 52 SECONDS EAST ALONG SAID PARALLEL LINE 84.72 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 0.225 SQUARE FEET OR 0.012 ACRES, MORE OR LESS

FILE NO. BY	FILE NO. AND DATE	DATE	BY
MAP NO.	DATE WEST PINE FILE		
GREMLAY & BIEDERMANN		01/15	
P.L.S. CORPORATION			
1505 NORTH ELSTON AVENUE, CHICAGO, IL 60642			
TEL: (773) 485-1500 FAX: (773) 239-1114			
2022-30646-001	1 OF 2		

NOTES:  
 1. ELEVATIONS SHOWN HEREON ARE REFERENCE TO THE NATIONAL DATUM OF 1983.  
 2. EASTING COORDINATE = 115380.000.  
 3. HORIZONTAL CURVE DATA:  
 CURVE NO. 1: RADIUS 100.00 FEET, CHORD BEARING N00°00'00" W, CHORD DISTANCE 100.00 FEET, POINT OF BEGINNING STATION 100.00, POINT OF CURVATURE STATION 100.00, POINT OF TANGENCY STATION 100.00.  
 CURVE NO. 2: RADIUS 100.00 FEET, CHORD BEARING N00°00'00" W, CHORD DISTANCE 100.00 FEET, POINT OF BEGINNING STATION 100.00, POINT OF CURVATURE STATION 100.00, POINT OF TANGENCY STATION 100.00.  
 4. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.  
 5. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1984 AND THE SURVEYING REGULATIONS OF THE BOARD OF SURVEYING AND LAND MAPS OF ILLINOIS.  
 6. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1984 AND THE SURVEYING REGULATIONS OF THE BOARD OF SURVEYING AND LAND MAPS OF ILLINOIS.  
 7. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1984 AND THE SURVEYING REGULATIONS OF THE BOARD OF SURVEYING AND LAND MAPS OF ILLINOIS.  
 8. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1984 AND THE SURVEYING REGULATIONS OF THE BOARD OF SURVEYING AND LAND MAPS OF ILLINOIS.  
 9. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1984 AND THE SURVEYING REGULATIONS OF THE BOARD OF SURVEYING AND LAND MAPS OF ILLINOIS.  
 10. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1984 AND THE SURVEYING REGULATIONS OF THE BOARD OF SURVEYING AND LAND MAPS OF ILLINOIS.

STATE OF ILLINOIS  
 COUNTY OF COOK  
 I, GREMLAY & BIEDERMANN, PROFESSIONAL LAND SURVEYORS, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PARCEL IS THE PROPERTY OF THE STATE OF ILLINOIS AND IS BEING SURVEYED FOR THE PURPOSES OF THE ILLINOIS LAND SURVEYING ACT OF 1984 AND THE SURVEYING REGULATIONS OF THE BOARD OF SURVEYING AND LAND MAPS OF ILLINOIS.  
 FILE NO. 2022-30646-001  
 DATE OF SURVEY: 01/15/2022  
 SURVEYED BY:  
 I, [Signature], Professional Land Surveyor, No. 000000000  
 My Exp. Expires November 30, 2022

# UNOFFICIAL COPY

## EXHIBIT B-1

### ACCESS EASEMENT PARCEL LEGAL DESCRIPTION

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

THAT PART OF ABERDEEN STREET VACATED BY ORDINANCE PASSED JULY 19, 1989 AND RECORDED OCTOBER 17, 1989 AS DOCUMENT 89492253 IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS; LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 11 IN BLOCK 23 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEAST CORNER OF VACATED ABERDEEN STREET AFORESAID ALSO BEING THE SOUTHWEST CORNER OF LOT 11 IN BLOCK 23 AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF VACATED ABERDEEN STREET AFORESAID 20.00 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 52 SECONDS WEST, PARALLEL WITH THE WEST LINE OF LOT 11 IN BLOCK 23 AFORESAID, 73.45 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 08 SECONDS EAST 20.00 FEET TO A POINT ON THE WEST LINE OF LOT 11 IN BLOCK 23 AFORESAID; THENCE SOUTH 00 DEGREES 29 MINUTES 52 SECONDS EAST ALONG AFORESAID WEST LINE 73.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 1,471 SQUARE FEET OR 0.034 ACRES, MORE OR LESS.

PERMANENT INDEX NUMBER: PORTION OF 17-08-238-023-0000, 17-08-238-024-0000,  
AND 17-08-238-027-0000

ADDRESS: 1100 W. GRAND, CHICAGO, IL 60642

# UNOFFICIAL COPY

## EXHIBIT B-2

### FLAG POLE EASEMENT PARCEL LEGAL DESCRIPTION

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

THAT PART OF ABERDEEN STREET VACATED BY ORDINANCE PASSED JULY 19, 1989 AND RECORDED OCTOBER 17, 1989 AS DOCUMENT 89492253, TOGETHER WITH THAT PART OF ABERDEEN STREET VACATED BY ORDINANCE RECORDED NOVEMBER 14, 2016 AS DOCUMENT 1631945082, LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 11 IN BLOCK 23 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF VACATED ABERDEEN STREET AFORESAID ALSO BEING THE SOUTHWEST CORNER OF LOT 11 IN BLOCK 23 AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF VACATED ABERDEEN STREET AFORESAID 20.00 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 52 SECONDS WEST, PARALLEL WITH THE WEST LINE OF LOT 11 IN BLOCK 23 AFORESAID, 73.45 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 89 DEGREES 30 MINUTES 08 SECONDS EAST 20.00 FEET TO A POINT ON THE WEST LINE OF LOT 11 IN BLOCK 23 AFORESAID; THENCE NORTH 00 DEGREES 29 MINUTES 52 SECONDS WEST ALONG THE WEST LINE, 28.37 FEET TO THE NORTH LINE OF ABERDEEN STREET AS VACATED PER DOCUMENT 1631945082; THENCE NORTH 74 DEGREES 27 MINUTES 59 SECONDS WEST ALONG SAID NORTH LINE 20.81 FEET TO THE AFORESAID LINE PARALLEL WITH THE WEST LINE OF LOT 11; THENCE SOUTH 00 DEGREES 29 MINUTES 52 SECONDS EAST ALONG SAID PARALLEL LINE 34.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 525 SQUARE FEET OR 0.012 ACRES, MORE OR LESS

PERMANENT INDEX NUMBER: PORTION OF 17-08-238-023-0000, 17-08-238-024-0000,  
AND 17-08-238-027-0000

ADDRESS: 1100 W. GRAND, CHICAGO, IL 60642



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## EXHIBIT B-3

### DEPICTION OF FLAG SWING EASEMENT PARCEL

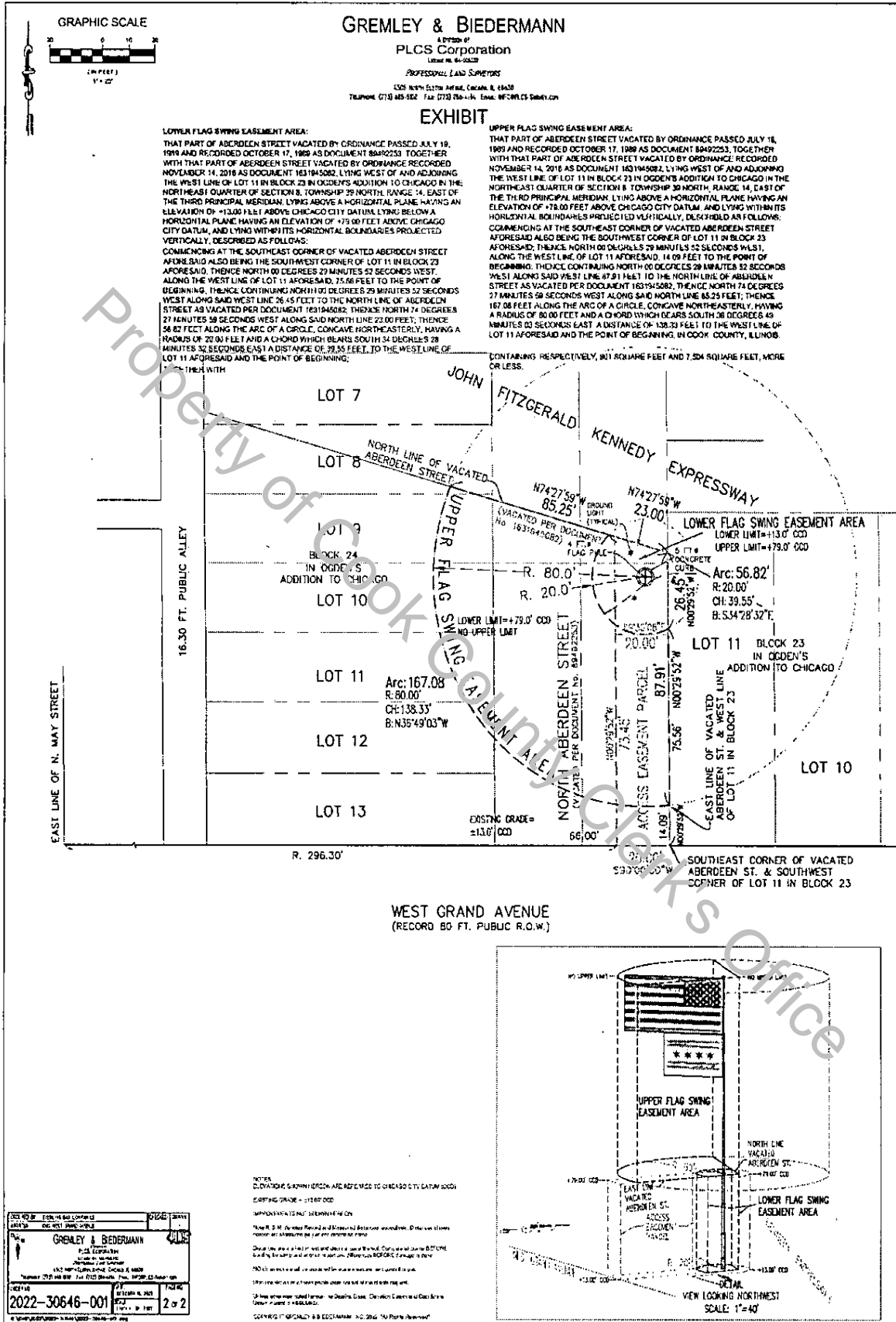
[Attached hereto]

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

Property of Cook County Clerk's Office

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

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## EXHIBIT B-4

### UPPER AND LOWER FLAG SWING EASEMENT AREAS LEGAL DESCRIPTION

#### LOWER FLAG SWING EASEMENT AREA:

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

THAT PART OF ABERDEEN STREET VACATED BY ORDINANCE PASSED JULY 19, 1989 AND RECORDED OCTOBER 17, 1989 AS DOCUMENT 89492253, TOGETHER WITH THAT PART OF ABERDEEN STREET VACATED BY ORDINANCE RECORDED NOVEMBER 14, 2016 AS DOCUMENT 1631945082, LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 11 IN BLOCK 23 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.00 FEET ABOVE CHICAGO CITY DATUM, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +79.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF VACATED ABERDEEN STREET AFORESAID ALSO BEING THE SOUTHWEST CORNER OF LOT 11 IN BLOCK 23 AFORESAID; THENCE NORTH 00 DEGREES 29 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF LOT 11 AFORESAID, 75.56 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 00 DEGREES 29 MINUTES 52 SECONDS WEST ALONG SAID WEST LINE 26.45 FEET TO THE NORTH LINE OF ABERDEEN STREET AS VACATED PER DOCUMENT 1631945082; THENCE NORTH 74 DEGREES 27 MINUTES 59 SECONDS WEST ALONG SAID NORTH LINE 23.00 FEET; THENCE 56.82 FEET ALONG THE ARC OF A CIRCLE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET AND A CHORD WHICH BEARS SOUTH 34 DEGREES 28 MINUTES 32 SECONDS EAST A DISTANCE OF 39.55 FEET, TO THE WEST LINE OF LOT 11 AFORESAID AND THE POINT OF BEGINNING;

#### UPPER FLAG SWING EASEMENT AREA:

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

THAT PART OF ABERDEEN STREET VACATED BY ORDINANCE PASSED JULY 19, 1989 AND RECORDED OCTOBER 17, 1989 AS DOCUMENT 89492253, TOGETHER WITH THAT PART OF ABERDEEN STREET VACATED BY ORDINANCE RECORDED NOVEMBER 14, 2016 AS DOCUMENT 1631945082, LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 11 IN BLOCK 23 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +79.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHEAST CORNER OF VACATED ABERDEEN STREET AFORESAID ALSO BEING THE SOUTHWEST CORNER OF LOT 11 IN BLOCK 23 AFORESAID; THENCE NORTH 00 DEGREES 29 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF LOT 11 AFORESAID, 14.09 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 00 DEGREES 29 MINUTES 52 SECONDS WEST ALONG SAID WEST LINE 87.91 FEET TO THE NORTH LINE OF ABERDEEN STREET AS VACATED PER DOCUMENT 1631945082; THENCE NORTH 74 DEGREES 27 MINUTES 59 SECONDS WEST ALONG SAID NORTH LINE 85.25 FEET; THENCE 167.08 FEET ALONG THE ARC OF A CIRCLE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 80.00 FEET AND A CHORD WHICH BEARS SOUTH 36 DEGREES 49 MINUTES 03 SECONDS EAST A DISTANCE OF 138.33 FEET TO THE WEST LINE OF LOT 11 AFORESAID AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING, RESPECTIVELY, 801 SQUARE FEET AND 7,504 SQUARE FEET, MORE OR LESS.

PERMANENT INDEX NUMBER: PORTION OF 17-08-238-023-0000, 17-08-238-024-0000, AND 17-08-238-027-0000

ADDRESS: 1100 W. GRAND, CHICAGO, IL 60642