



Doc# 2322134025 Fee \$123.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/09/2023 11:27 AM PG: 1 OF 37

Prepared By and After
Recording, Return To:
Chris A. Leach
Akerman LLP
71 S. Wacker Drive, 47th Floor
Chicago, IL 60606

EASEMENT AND TEMPORARY LICENSE AGREEMENT

This Easement and Temporary License Agreement (“**Agreement**”) is made and entered into as of this 8th day of August, 2023 (“**Effective Date**”), by and between RIU Chicago LLC, an Illinois limited liability company (“**RIU**”) and MHF Chicago VII LLC, a Delaware limited liability company (“**MHF**”) (RIU, collectively with MHF sometimes referred to herein as “**Owners**” and individually as “**Owner**”).

WITNESSETH:

WHEREAS, RIU is the owner of that certain real property commonly known as 150 E. Ontario Street, Chicago, Illinois 60611, and legally described on **Exhibit A** attached hereto and made a part hereof (the “**RIU Property**”).

WHEREAS, MHF is the owner of that certain real property commonly known as 162 E. Ontario Street, Chicago, Illinois 60611, and legally described on **Exhibit B** attached hereto and made a part hereof (the “**MHF Property**”).

WHEREAS, RIU intends to develop the RIU Property in accordance with Business Planned Development No. 1513, as amended from time to time, (the “**Development**”).

WHEREAS, the RIU Property and the MHF Property are adjacent to one another.

WHEREAS, the Owners desire to enter into this Agreement to facilitate the development of the RIU Property and the protection of the MHF Property.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), the mutual agreements, covenants and easements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owners agree as follows:

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RECITALS; CERTAIN DEFINITIONS

Recitals. All of the foregoing recitals are incorporated herein by this reference thereto with the same force and effect as though fully recited herein.

Certain Definitions. As used herein, the following words shall have the following meanings:

“Law” means all applicable statutes, codes, ordinances, rules and regulations of any municipal or governmental entity.

“RIU Property Owner Permittees” means RIU, its successors and assigns, and its employees, agents, and contractors.

“MHF Property Owner Permittees” means MHF, its successor and assigns, and its employees, agents, and contractors.

ARTICLE 1 GRANT OF EASEMENT

1.1 Expansion Joint Easement. MHF hereby grants to and for the benefit of the RIU Property, RIU and the RIU Property Owner Permittees, a perpetual non-exclusive easement appurtenant to the RIU Property, for access over, above, upon, in and across those areas of the MHF Property as reasonably necessary for the installation, maintenance, repair, replacement and reinstallation, of anchors for the expansion joint / gap closure between the structures located on the MHF Property and RIU Property (“Expansion Joint Easement”), the plans and specifications therefore shall be subject to the reasonable consent and approval of MHF, and as depicted in and detailed in Exhibit C attached hereto and made a part hereof (the “Expansion Joint Specifications”). Provided that the Expansion Joint Specifications are in compliance with the applicable acknowledged industry-standards for such expansion joints and will not unreasonably interfere with the use of the MHF Property, the approval of the Expansion Joint Specifications by MHF shall not be unreasonably withheld, conditioned, or delayed.

1.2 Reciprocal Maintenance Easement.

- a. MHF hereby grants to RIU for the benefit of the RIU Property and the RIU Property Owner Permittees, a perpetual non-exclusive easement appurtenant to the RIU Property, for access over, and above those areas of the MHF Property as reasonably necessary for the deployment of a swing stage on the east side of the RIU Property and the improvements located thereon for purposes of construction, maintenance, repair, and replacement of the Development improvements located on the RIU Property. Prior to exercising rights under this easement, plans detailing such swing stage shall be provided to the MHF for review and approval.

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It is further understood that the MHF, its lender and any other entity reasonably identified by the MHF shall be named as an additional insured on the types and levels of insurance coverage set forth in Article 5 prior to any exercise of any rights provided under this Section.

- b. RIU hereby grants to MHF for the benefit of the MHF Property and the MHF Property Owner Permittees, a perpetual non-exclusive easement appurtenant to the MHF Property, for access over, and above those areas of the RIU Property as reasonably necessary for the deployment of a swing stage on the west side of the MHF Property and the improvements located thereon for purposes of construction, maintenance, repair, and replacement of the improvements located on the MHF Property. Prior to exercising rights under this easement, plans detailing such swing stage shall be provided to RIU for review and approval and MHF shall obtain the types and levels of insurance coverage set forth in Article 5 and the obligations contained therein shall apply to MHF in the same manner as they do to RIU. It is further understood that RIU, its lender and any other entity reasonably identified by RIU shall be named as an additional insured on the types and levels of insurance coverage set forth in Article 5 prior to any exercise of any rights provided under this Section. In the event of any damage to the RIU Property arising from any work performed by MHF or the MHF Property Owner Permittees, the property damage procedures and obligations set forth in Article 4 shall apply to MHF in the same manner as they do to RIU.

1.3 Initial Costs. The initial installation of the anchors for the expansion joint / gap closure between the structures located on the MHF Property and RIU Property shall be at the sole cost and expense of RIU.

1.4 Maintenance and Repair of the Expansion Joint Easement. Throughout the term of this Agreement and following the completion of the Development, RIU shall keep and maintain the Expansion Joint Easement in good order, condition and repair and in compliance with all Laws, subject to reimbursement as set forth herein below. RIU shall be responsible for all costs and expenses for the maintenance, repair and replacement of the Expansion Joint Easement ("**Maintenance Costs**") for the first thirty (30) years after the completion of the Development. After said date, and subject to the terms of this Agreement, MHF shall be responsible for reimbursing RIU for one half of the Maintenance Costs. The Maintenance Costs shall include all actual out-of-pocket expenditures incurred by or on behalf of the RIU in maintaining, repairing or replacing the easement areas which costs shall be documented in reasonable detail including invoices, purchase orders and payment receipts therefore. MHF shall remit the reimbursement payment for its share of the Maintenance Costs within Thirty (30) days of receipt of written request for reimbursement along with copies of the documentation of the payment of such Maintenance Costs.

ARTICLE 2

TEMPORARY ACCESS LICENSES

2.1 MHF hereby grants, to and for the benefit of the RIU Property, RIU and the RIU Property Owner Permittees, temporary licenses for access over, above, upon, in and across those

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areas of the MHF Property as necessary for the following purposes during and in connection with the construction the Development of the RIU Property:

a. Pre-Construction Survey. To perform a pre-construction work survey and videoing of the condition of the MHF Property buildings, structures, roofs, walls, and foundation systems thereof (collectively, the “**Pre-Construction Survey**”) and in order to monitor any vibration which may occur during construction activities on the RIU Property, RIU shall cause a qualified engineering firm and vibration consultant to place and monitor industry-standard seismograph equipment at points on and in, subject to the reasonable consent and approval of MHF, the MHF Property building areas adjacent to the RIU Property. Provided that the monitoring plan is in compliance with the applicable acknowledged industry-standards for vibration monitoring, the approval of the placement of the vibration equipment by MHF shall not be unreasonably withheld, conditioned, or delayed. RIU will comply with the acknowledged applicable industry monitoring standards for maximum vibration limits for the nature of the structure and materials being monitored and should the aforesaid vibration monitoring equipment register vibrations in excess of the acknowledged industry standards, RIU will cause the general contractor to examine its construction logs to determine the cause of such vibration and shall alter its procedures accordingly to ensure that such vibration in excess of said standards does not recur. RIU shall provide MHF at least ten (10) days’ notice prior to conducting the Pre-Construction Survey. RIU shall share the Pre-Construction Survey, including any amendments or updates thereto, with MHF within five business days of receipt of such reports and/or any amendments. Once the vibration monitoring equipment is put in place, RIU shall provide MHF with the necessary information to receive the vibration monitor readings in the same manner as RIU. Any request for access delivered pursuant to this Section 2.1(a), shall be delivered to MHF at least three business days prior to the desired access date. In the event MHF performs its own pre-construction work survey, report or video of the condition of the MHF Property buildings, structures and / or foundation system thereof, MHF shall, upon RIU’s request, share all such pre-construction surveys, reports, and videos, including any amendments or updates thereto, with RIU within five business days of receipt of such reports and/or any amendments.

b. Roof Access and Protection. To install and routinely maintain protection systems upon the MHF Property roof to ensure that any construction debris from the Development does not come in direct contact with or damage the MHF Property roof, as depicted on and detailed in **Exhibit D** attached hereto and made a part hereof (the “**Roof Protection Plan**”). RIU shall implement the Roof Protection Plan as soon as necessary to ensure such debris from the Development does not come in direct contact with or damage the MHF Property roof.

c. Crane Swing. To allow crane arm swings over and above the MHF Property. The crane shall only be allowed to “weathervane” over the MHF Property and cannot carry loads over the MHF Property.

d. Ground Protection. To install and routinely maintain protection systems at ground level as deemed necessary by the RIU Owner at the North West and South West corners of the

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MHF Property for the protection the MHF Property buildings, structures, walls and foundation systems as depicted on and detailed in **Exhibit E** attached hereto and made a part hereof (the "Ground Protection Plan"). Such Ground Protection Plan shall not unreasonably interfere with the operations or guest circulation into or from the hotel.

e. Formwork. To install building forms adjacent to, along and against the west property line, building wall and foundation of the MHF Property, as depicted on and detailed in **Exhibit F** attached hereto and made a part hereof (the "Formwork Cut Sheet Plan").

f. Encroachments. To remove the encroachments of the cornices on MHF Property building located at the second floor, fourteenth floor and at the roof levels to the extent said cornices extend west beyond the west property line of the MHF Property. Removal of such encroachments shall be conditioned upon reasonable review and approval by MHF's licensed design/engineering consultant.

g. Dust Control Plan. To prepare a dust control plan to mitigate the impacts of dust and debris on the MHF Property, as depicted on and detailed in **Exhibit G** attached hereto and made a part hereof (the "Dust Control Plan")

g. Repairs. To immediately perform and make any repairs necessary to repair any damage caused by the RIU Property Owner Permittees or by the construction work of the Development or to restore the MHF Property improvements to the condition existing prior to the commencement of construction for the Development.

h. Window Infill. RIU will pay to MHF the amount of Seventy-Five Thousand 00/100ths (\$75,000.00) Dollars to help offset the costs related to the infill of window openings, third party consultant reviews, and all other costs associated with such infill work and the Expansion Joints. The payment shall be made within fourteen (14) days from the Effective Date of this Agreement. Should the payment not be made within this 14-day period, then this Agreement shall become null and void.

2.2 Plans/Costs. RIU shall provide MHF, for its review and comment, plans and/or a written narrative for the Roof Protection Plan, for the Ground Protection Plan, for the Formwork, for removal of the encroachments, and for the Dust Control Plan. Plans attached hereto as exhibits are collectively referred to herein as "Plans". Should any of the Plans be amended or updated, then RIU shall provide those amended Plans to MHF for its review and comment prior to taking any steps to implement the amendments or updates. The utilization of the foregoing temporary licenses, Pre-Construction Survey and the installation of any protective measures, encroachment removal, formwork, necessary repairs or restoration to the MHF Property shall be at the sole cost and expense of RIU. With the exception of repairs, which RIU shall address promptly after receiving notice thereof, RIU shall restore the areas of the MHF Property utilized by it to the condition existing prior to the construction of any improvements on the RIU Property on or before the final completion of the Development as evidenced by the issuance of the final Certificate of Occupancy issued by the City of Chicago ("**Final Completion**"). The temporary licenses granted by Section 2.1 shall expire on the earlier to occur of (a) the expiration of Residential Planned Development 1513, as it may be amended from time to time, or (b) Final Completion of the

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Development. Notwithstanding the preceding, the temporary licenses shall not expire until all repairs are completed.

ARTICLE 3

LIENS

3.1 Liens. RIU shall not suffer or permit any mechanic's or materialmen's lien to be filed against the MHF Property in connection with the Development. If RIU causes or allows any mechanic's or materialmen's liens to be filed against any portion of the MHF Property and, thereafter, fails to remove or bond over same within thirty (30) days after RIU's receipt of actual notice that said lien has been filed, then MHF, at its election, may pay and satisfy the same, and in such event RIU shall reimburse MHF any and all reasonable sums so paid including expenses, attorney's fees and any costs incurred in any litigation.

ARTICLE 4.

PROPERTY DAMAGE PROCEDURES

4.1 Property Damage. In the event of damage to the MHF Property improvements arising from the Development and/or any other work performed by RIU or the RIU Property Owner Permittees pursuant to rights granted herein, MHF shall deliver notice to RIU of such damage (each, a "Damage Notice") within 10 days of MHF having knowledge of the damage. Such Damage Notice shall be in writing detailing the damage to the MHF Property improvements as compared to the existing condition of the MHF Property improvements as documented in the Pre-Construction Survey. MHF shall provide RIU with the opportunity to inspect and assess the damage set forth in the Damage Notice. Within fourteen days (14) days of such inspection date, RIU shall deliver to MHF a comprehensive plan to repair the damage and restore the MHF Property improvements to the condition existing prior to the commencement of the Development for MHF's review and reasonable approval (each, as may be updated from time to time based on MHF's comments or for other reasons, a "Damage Remediation Plan"). MHF shall have fourteen (14) days to review and provide its reasonable comments to a Damage Remediation Plan or to approve the Damage Remediation Plan. If MHF provides reasonable comments, RIU must incorporate such reasonable comments and provide MHF with an updated Damage Remediation Plan within ten (10) days of receipt of such comments. The process and timing regarding a Damage Remediation Plan shall continue (i.e., 14-day MHF review of and comment on updated Damage Remediation Plan and 10-day RIU revision period) until MHF has approved a Damage Remediation Plan, such approval not to be unreasonably withheld or conditioned. The Parties agree and acknowledge that the MHF may deliver more than one Damage Notice and that the procedures set forth in this Section 4.1 must be followed for each Damage Notice; provided, however, that MHF agrees to act reasonably and in good faith with respect to damage to any of the MHF Property improvements.

4.2 Repair and Restoration. RIU shall commence repair and restoration of the damage to the MHF Property improvements in accordance with a final, MHF approved Damage Remediation Plan within thirty (30) days of receipt of MHF's written approval of such plan. During the performance of any work pursuant to a Damage Remediation Plan, RIU and its

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contractors must perform the work (i) in accordance with all required governmental permits and laws; (ii) in a diligent and safe manner; and (iii) in a manner such work does not unreasonably interfere with the tenants or the operation of the building on the MHF Property. RIU shall not permit any liens to be filed against the MHF Property, or fail to take action which would result in liens being filed against the MHF Property. If one or more liens are filed as a result of RIU's implementation of a Damage Restoration Plan, then the provisions of Section 3.1 shall apply.

4.3 Notwithstanding the foregoing, in the event of damage to any of the MHF Property improvements that result in personal safety risks or immediate risk of further damage to property as reasonably determined by MHF, and provided that RIU has not already begun to stabilize the condition of the MHF Property improvements, MHF shall have the right to stabilize the condition of the MHF Property improvements without providing a Damage Notice to RIU. Nevertheless, MHF shall provide notice to RIU's principal contact identified by written notice pursuant to Section 6.1 hereof (a) cell phone as soon as possible under the circumstances of the need of emergency stabilization efforts to stabilize the condition of the MHF Property improvements. If MHF incurs any costs or expenses in connection with such emergency stabilization efforts, MHF shall be reimbursed by RIU for the reasonable costs for such stabilization work.

ARTICLE 5 INSURANCE AND INDEMNITY PROVISIONS

5.1 Insurance. RIU at RIU's expense, will procure, maintain and keep in force, and will require that its general contractor, subcontractors and sub-subcontractors procure, maintain and keep in force:

- (i) commercial general liability insurance and excess liability insurance for claims for bodily injury or property damage, occurring in or about the RIU Property or the MHF Property, with limits of not less than \$1,000,000.00 in respect to death or injury of a single person, not less than \$2,000,000.00 in respect to any one accident, and not less than \$1,000,000.00 in respect to property damage;
- (ii) worker's compensation insurance in compliance with Illinois law, only applicable to RIU to the extent it has any employees;
- (iii) employer's liability insurance in an annual amount of at least \$1,000,000 for each accident, only applicable to RIU to the extent it has any employees;
- (iv) automobile insurance on a primary and non-contributory basis covering all owned, non-owned and hired automobiles used in connection with the operation of RIU's business at the RIU Property with limits of liability of not less than \$1,000,000 for bodily injury to any one person, and \$1,000,000 for property damage for each accident, only applicable to RIU to the extent it owns or rents any automobiles;

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- (v) umbrella or excess liability coverage in amounts not less than \$10,000,000 in excess of the CGL requirement set forth in Section 5.1(i)(iii) and (iv) above.

All insurance policies required of RIU in this Agreement shall name RIU as insured, and MHF, and any other party designated by MHF in writing as additional insureds and shall contain an express waiver of any right of subrogation against MHF, and other named insured designated by MHF, including MHF's lender. Any company underwriting any of MHF's insurance shall contain a waiver of subrogation clause in a form and content satisfactory to MHF for commercial general liability, automobile liability, workers compensation and umbrella liability. On the Effective Date of this Agreement, RIU will deposit the policy or policies of such insurance or certificates thereof (on Acord forms), including the applicable additional insured endorsement, with MHF with evidence of payment of premium. RIU shall be required to keep and maintain the insurance required under this Section 5.1 until the date of Final Completion of the Development. RIU's liability insurance shall be primary with MHF's liability insurance policy being secondary and noncontributory.

5.2 RIU Indemnification RIU shall indemnify and defend MHF and hold it harmless from and against any and all claims, actions, damages, liability, losses and expense including, without limitation, court costs and reasonable attorneys' fees suffered, paid or incurred by MHF (1) in connection with loss of life, personal injury, property damage to and/or theft or misappropriation or loss of property occurring in or about, or arising from or out of, the MHF Property and adjacent sidewalks and loading areas as long as they are occasioned wholly or in part by any act or omission of RIU, its agents, employees, general contractors, subcontractors, sub-subcontractors or invitees, or (2) as a result of any breach or default on the part of RIU in the performance of any covenant or agreement on the part of RIU to be performed under this Agreement. RIU shall, at its own expense, promptly and timely defend all actions brought against MHF, its agents, employees, owners, members, managers and lenders for which RIU is or may be responsible for indemnification hereunder, with legal counsel reasonably acceptable to MHF and if RIU fails to do so, MHF (at its option, but without being obligated to do so) may, at the expense of RIU, defend such actions, and RIU shall pay and discharge any and all judgments that arise therefrom. For avoidance of doubt, RIU's indemnification obligations contained herein shall expressly include any actions occurred on or about the MHF Property by RIU or any of its agents, employees, general contractors, subcontractors, sub-subcontractors or invitees prior to the Effective Date of this Agreement. RIU's obligations under this Section 5.2 shall survive the expiration or other termination of this Agreement.

5.3 MHF Indemnification MHF shall indemnify and defend RIU and hold it harmless from and against any and all claims, actions, damages, liability, losses and expense including, without limitation, court costs and reasonable attorneys' fees suffered, paid or incurred by RIU (1) in connection with loss of life, personal injury, property damage to and/or theft or misappropriation or loss of property occurring in or about, or arising from or out of, the RIU Property and adjacent sidewalks and loading areas as long as they are occasioned wholly or in part by any act or omission of MHF, its agents, employees, general contractors, subcontractors, sub-subcontractors or invitees, or (2) as a result of any breach or default on the part of MHF in the performance of any covenant or agreement on the part of MHF to be performed under this

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Agreement. MHF shall, at its own expense, promptly and timely defend all actions brought against RIU, its agents, employees, owners, members, managers and lenders for which MHF is or may be responsible for indemnification hereunder, with legal counsel reasonably acceptable to RIU and if MHF fails to do so, RIU (at its option, but without being obligated to do so) may, at the expense of MHF, defend such actions, and MHF shall pay and discharge any and all judgments that arise therefrom. For avoidance of doubt, MHF's indemnification obligations contained herein shall expressly include any actions occurred on or about the MHF Property by MHF or any of its agents, employees, general contractors, subcontractors, sub-subcontractors or invitees prior to the Effective Date of this Agreement. MHF's obligations under this Section 5.3 shall survive the expiration or other termination of this Agreement.

ARTICLE 6 GENERAL PROVISIONS

6.1 Notices. Any notice, demand, request or other communication which either party hereto may be required or may desire to give under this Agreement shall be in writing and shall be deemed to have been properly given (a) if hand delivered, (b) if mailed by United States registered or certified mail, postage prepaid, return receipt requested, (c) if sent by a nationally recognized overnight delivery service, or (d) if sent by e-mail, in each case addressed as follows:

If to RIU:

RIU Hotels and Resorts,
Jose Manuel Celdran,
Carrer Llaut, 07610,
Palma de Mallorca
Baleares, Spain.

And
Jaime Palmer Walliker,
RIU Hotels and Resorts
145 W. 47th Street
New York, NY 10036

With copies to:

Akerman LLP
Attn: Jack George
71 South Wacker Drive
47th Floor
Chicago, Illinois 60606
E-mail: jack.george@akerman.com

and:

Akerman LLP
Attn: Chris Leach
71 South Wacker Drive
47th Floor
Chicago, Illinois 60606
E-mail: chris.leach@akerman.com

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and: The Prime Group, Inc
 Attn: Neil Stempel
 120 N. LaSalle Street Suite 2800
 Chicago, Illinois 60602
 E-mail: nstempel@primegroupinc.com

If to MHF: Ekert Seamans Cherin & Mellott, LLC
 Attn: Michael R. Butler
 Princeton Pike Corporate Center
 Suite 203
 2000 Lenox Dr.
 Lawrenceville, NJ 08648
 E-mail: MButler@eckertseamans.com

Any such notice shall be deemed given on the date of actual receipt thereof, provided that refusal to accept delivery or inability to accomplish delivery because the party can no longer be found at the then current notice address, shall be deemed receipt.

6.2 Covenants Running with Land. Except as otherwise expressly provided herein, the rights, restrictions, obligations, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land and shall inure to the benefit of and be binding upon the Owners, and their respective heirs, successors and assigns.

6.3 Mutual Non-Disparagement. Neither Owner shall make or knowingly encourage any other person to make any public or private statement, whether written or oral, that disparages, defames, is derogatory about, or misrepresents the rights of, the other Owner under this Agreement

6.4 Waiver. No delay or omission by any of the Owners, or their successors or assigns, to exercise any right or power occurring upon any non-compliance or failed performance by the other Owner under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Owner hereto, or its successors or assigns, of any of the covenants, obligations, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, obligation, condition or agreement herein contained.

6.5 Headings. The headings used in this Agreement are inserted only as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement, nor the intent of any provision hereof or in any way affect its provisions.

6.6 Entire Agreement. This Agreement contains the entire agreement between the Owners with respect to the subject matter hereof; no representations, inducements, promises or agreements, oral or otherwise, between the Owners not embodied herein, shall be of any force or effect. It is understood and agreed that this Agreement supersedes and cancels any and all previous

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negotiations, agreements and understandings, written or oral, if any, between the Owners with respect to the subject matter hereof, and none shall be used to interpret or construe this Agreement.

6.7 Severability. If any provision, condition, covenant or other clause, sentence or phrase of this Agreement shall become null and void or illegal for any reason, or be so held by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

6.8 Amendment. This Agreement may be amended and modified only by a written instrument executed by the Owners or the subsequent fee title holders of the RIU Property and the MHF Property.

6.9 Authority. Each Owner executing this Agreement hereby represents and warrants to the other party that they have full power and authority to enter into this Agreement. Each individual executing this Agreement on behalf of any entity Owner hereby represents and warrants to the other party that they have full power and authority to so execute this Agreement.

6.10 Attorney Fees. In the event either Owner commences any action against the other Owner to enforce any of the terms of this Agreement or to sue for breach thereof, the prevailing party in such action will be entitled to recover from the other party all costs, expenses and reasonable attorneys' fees incurred enforcing or suing under this Agreement.

6.11 Governing Law. This Agreement shall be construed in accordance with and shall be governed by the internal laws of the State of Illinois (irrespective of its choice of law principles). Any actions or proceedings in any way, manner or respect, arising out of or related to this Agreement, shall be litigated only in courts having situs in Chicago, Illinois.

6.12 Use of Alley. There is an alley (the "Alley") located to the north of the MHF Property that MHF utilizes for the operation of the MHF Property. Realizing the importance of the continued use of the Alley, RIU agrees that it will not block MHF's access to, nor impair MHF's use of the Alley, provided RIU may use the Alley for ordinary deliveries (i.e. FedEx and UPS). Should RIU require access to the Alley to stage its construction, then RIU will work with MHF on a schedule that will allow MHF to access and utilize the Alley.

[balance of page intentionally left blank; signatures appear on following pages]

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IN WITNESS WHEREOF, the Owners have executed this Agreement as of the day and year first above written.

RIU PROPERTY OWNER:

RIU CHICAGO LLC,
an Illinois limited liability company

By: _____
Jaime Palmer
Title: Director

STATE OF Illinois
) SS
COUNTY OF Cook

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that, Jaime Palmer with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged to be a Director of RIU Chicago LLC, an Illinois limited liability company, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as and for the company.

WITNESS my hand and official seal at office this 8th day of August, 2023.

Isaura Zavala
Notary Public
(NOTARY SEAL)

My Commission Expires:
12-08-24

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MHF Property Owner:

MHF CHICAGO VII LLC, a Delaware limited liability company

By: [Signature]
Name: Robert A. Indeglia, Jr.
Title: President

STATE OF Rhode Island
COUNTY OF Kent) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that, Robert A. Indeglia, Jr. with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged to be the President of MHF Chicago VII LLC, a Delaware limited liability company, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as and for the company.

WITNESS my hand and official seal at office this 13th day of July, 2023.

Jennifer James
Notary Public

My Commission Expires:
12/3/25

(NOTARY SEAL)

Jennifer James
Notary Public, State of Rhode Island
My Commission Expires December 3, 2025

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EXHIBIT A

LEGAL DESCRIPTION OF THE RIU PROPERTY

PARCEL 1:

LOTS 7, 8, 9 AND 10 IN BATES, ROGERS AND NORTON'S RESUBDIVISION OF THE WEST 200 FEET OF THE SOUTH 1/2 OF BLOCK 33 IN KINZIE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 11 AND 12 IN BLOCK 33 IN ASSESSOR'S DIVISION OF PARTS OF BLOCKS 33 AND 53 AND BLOCKS 39, 45 AND 47 IN KINZIE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Parcel Numbers: 17-10-114-010-0000; 17-10-114-011-0000; 17-10-114-012-0000;
17-10-114-013-0000; 17-10-114-014-0000; 17-10-114-015-0000.

Property Commonly Known as: 150 N. Ontario St., Chicago, IL 60611

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EXHIBIT B

LEGAL DESCRIPTION OF THE MHF PROPERTY

LOT 13 IN THE ASSESSOR'S DIVISION OF BLOCK 33 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Parcel Number: 17-10-114-016-0000

Property Commonly Known as: 162 E. Ontario St., Chicago, IL 60611

Property of Cook County Clerk's Office

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EXHIBIT C

EXPANSION JOINT SPECIFICATIONS

TO BE ATTACHED

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

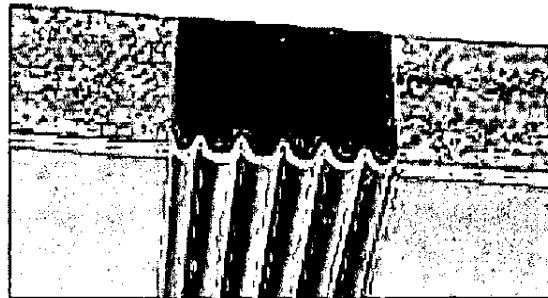
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A CSW Industrials Company

TECHNICAL DATA

BCSW Wall Compression Seals



PRODUCT DESCRIPTION

Pre-compressed polyurethane microcell foam, impregnated with a hydrophobic polymer compound that is UV stable and chemically resistant. The exposed surface is coated with a colorized silicone coating. When installed in a properly sized joint, BCSW forms a watertight, dust-proof, airtight, sound resistant insulated seal.

IDEAL FOR

- Expansion joints in glass curtain walls and other applications where mechanical fasteners are impractical or not permitted
- Watertight applications
- Interior and exterior walls

PHYSICAL CHARACTERISTICS

- 15 Shore A durometer silicone coating per ASTM C661
- Density: 10 lb/ft³ (160kg/m³)
- Thermal Conductivity: 0.05W/m.°C
- Temperature Stability Range: -40°F - 185°F
- Flash Point: 509°F

PERFORMANCE

Joint Sizes

1/2" - 12" (13mm - 305mm)

Movement Capabilities:

Permits unrestrained movement of the joint without damage to the seal.



Expansion/contraction



Per ASTM E1399

ADVANTAGES

- Ease of installation
- Excellent mildew resistance
- Excellent compression recovery
- Does not require mechanical fasteners
- Available in a wide range of colors
- Not based on asphaltic or bitumastic impregnation
- Conforms to joint irregularities, provided they are not sudden or extreme.

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BCSW WALL COMPRESSION SEALS

OPTIONS

- Fire Barrier

LIMITATIONS

- Limited shear movement capabilities
- Must be installed within recommended temperature range 50° to 80° F (10° – 26° C)
- Seals for joint sizes ½" and above are provided in 5' lengths.

FINISH

Seal available in all Dow Corning 790 colors

PERFORMANCE DATA

Tensile Strength:

Meets 21 psi min., per ASTM 1574

Ultimate Elongation:

125% ± 20% per ASTM 3574

Shear Strength:

Minimum 11.6 psi (8 N/cm²)

Resistance to Compression Set:

Max 2.5%

Air Leakage:

< 0.01 cfm/ft² (< 0.3 L/s/m²) at 1.6psf (75 Pa) per ASTM E283

< 0.01 cfm/ft² (< 0.3 L/s/m²) at 6.2 psf (300 Pa) per ASTM E283

Uniform load net deflection:

≤ 0.012" (.3mm) at ± 202.76psf (± 9708 Pa) per ASTM E330

Uniform load net permanent set:

≤ 0.012" (.3mm) at ± 202.76psf (± 9708 Pa) per ASTM E330

Water Resistance:

Pass at 104.43 psf (5000 Pa) per ASTM E547 and ASTM E331

Pass at 35 psi (241317 Pa) per AAMA501.2

Sound Transmission Loss:

50 STC, 46 OITC per ASTM E90

Effects of Accelerated Weathering and UV:

Subjected to 5000 hours of exposure per ASTM G155 with no tackiness, blisters, voids, crazing, chalking, cracking or hardening.

R-Value:

3.2-R per inch of material thickness

Flammability:

Self-extinguishing, flame spread 0 per ASTM E84

RELATED PRODUCTS

- BBSW
- 2FRBCSW / 3FRBSCW
- BCSF-SL
- 2FRBCSF-SL / 3FRBCSF-SL
- BCSWE
- BHFE

ADDITIONAL DOCUMENTATION

- Product details
- Installation instructions
- Maintenance and cleaning
- ASTM E1399
- Warranty
- SDS documentation
- LEED documentation

WARRANTY

Standard Warranty: 5 years

Sample warranty available upon request.

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150 E ONTARIO
RIU HOTEL CHICAGO
CHICAGO, IL 60611

CLIENT:
150 E ONTARIO HOTEL CHICAGO
150 E ONTARIO HOTEL CHICAGO
150 E ONTARIO HOTEL CHICAGO

DEVELOPER:
150 E ONTARIO HOTEL CHICAGO
150 E ONTARIO HOTEL CHICAGO
150 E ONTARIO HOTEL CHICAGO

ARCHITECT:
150 E ONTARIO HOTEL CHICAGO
150 E ONTARIO HOTEL CHICAGO
150 E ONTARIO HOTEL CHICAGO

LANDSCAPE DESIGN:
150 E ONTARIO HOTEL CHICAGO
150 E ONTARIO HOTEL CHICAGO
150 E ONTARIO HOTEL CHICAGO

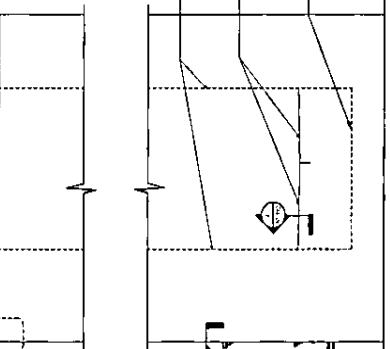
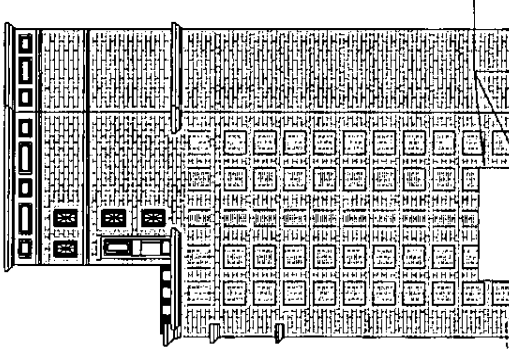
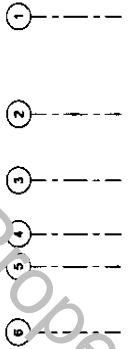
STRUCTURAL:
150 E ONTARIO HOTEL CHICAGO
150 E ONTARIO HOTEL CHICAGO
150 E ONTARIO HOTEL CHICAGO

MECHANICAL/ELECTRICAL/PLUMBING (M/E/P):
150 E ONTARIO HOTEL CHICAGO
150 E ONTARIO HOTEL CHICAGO
150 E ONTARIO HOTEL CHICAGO

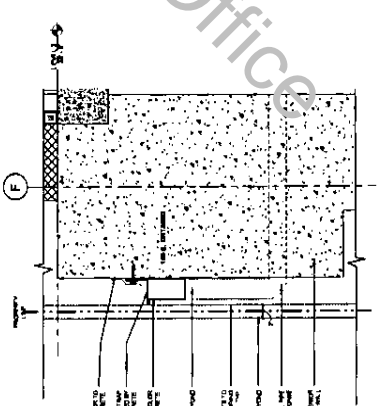
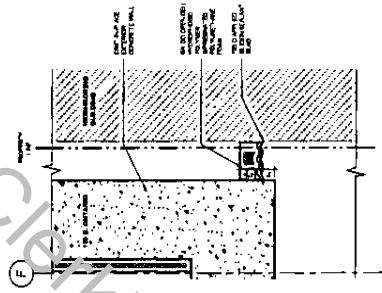
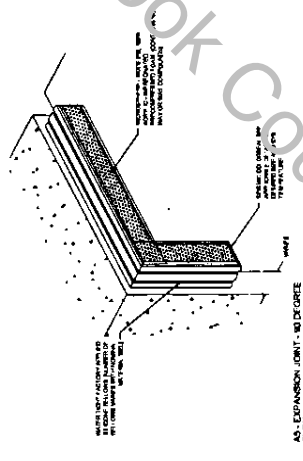
PROJECT NUMBER	
DATE	
DRAWN BY	
CHECKED BY	
DATE	
SCALE	
REVISIONS	

SHEET NAME: EXPANSION JOINT DETAILS @ EAST FACADE

A7-112



- ① FINISH ELEVATION - EAST
- ② FINISH ELEVATION - EAST
- ③ FINISH ELEVATION - EAST
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BCSW-600
 PRECOMPRESSED WALL SEAL
 WITH COLORIZED SILICONE FACING
 ±50% MOVEMENT
 AVAILABLE IN 5'-0" (1524mm) PIECES

FIELD APPLIED SILICONE
 SEALANT BEAD

FACTORY APPLIED, DOW CORNING® 790
 COLORABLE SILICONE FACING

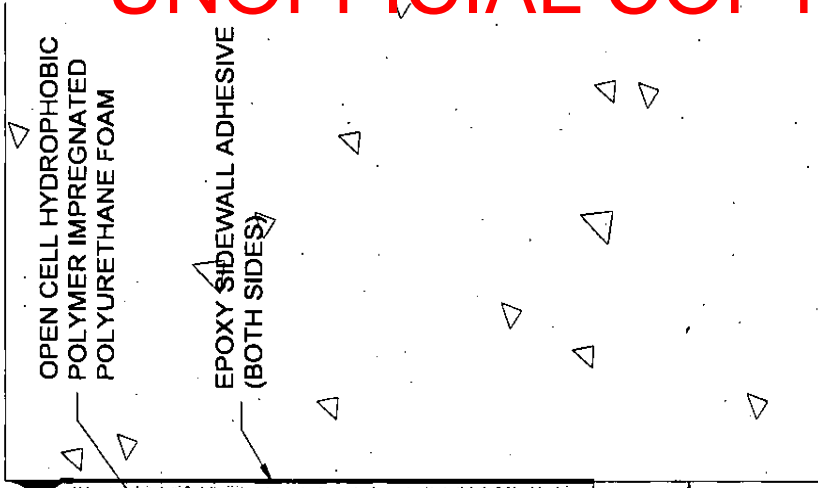
COLOR:
 (SEE COLOR SELECTOR FOR
 AVAILABLE COLORS)

NOTES:
 1. THE BCSW HAS A DESIGNATED
 SHELF LIFE. PLEASE REFERENCE
 BALCO INSTALLATION
 INSTRUCTIONS AND COORDINATE
 MATERIAL ORDER WITH YOUR
 INSTALLATION SCHEDULE.

2. EXTERIOR SEAL SYSTEMS AND
 ACCESSORIES ARE
 NON-RETURNABLE ITEMS. PLEASE
 BE SURE TO FIELD VERIFY JOINT
 SIZE AND LENGTHS BEFORE
 RELEASING YOUR ORDER FOR
 FABRICATION.

OPEN CELL HYDROPHOBIC
 POLYMER IMPREGNATED
 POLYURETHANE FOAM

EPOXY SIDEWALL ADHESIVE
 (BOTH SIDES)



6"
 [152mm]

Property of Cook County Clerk's Office

Project:		Length	
Customer:		Qty.	
SO#		Color	
Date:			
Page <input type="text"/> of <input type="text"/>		Scale: NTS	

Drawn By: DEB

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REV.-11/18/21



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EXHIBIT D

ROOF PROTECTION PLAN

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

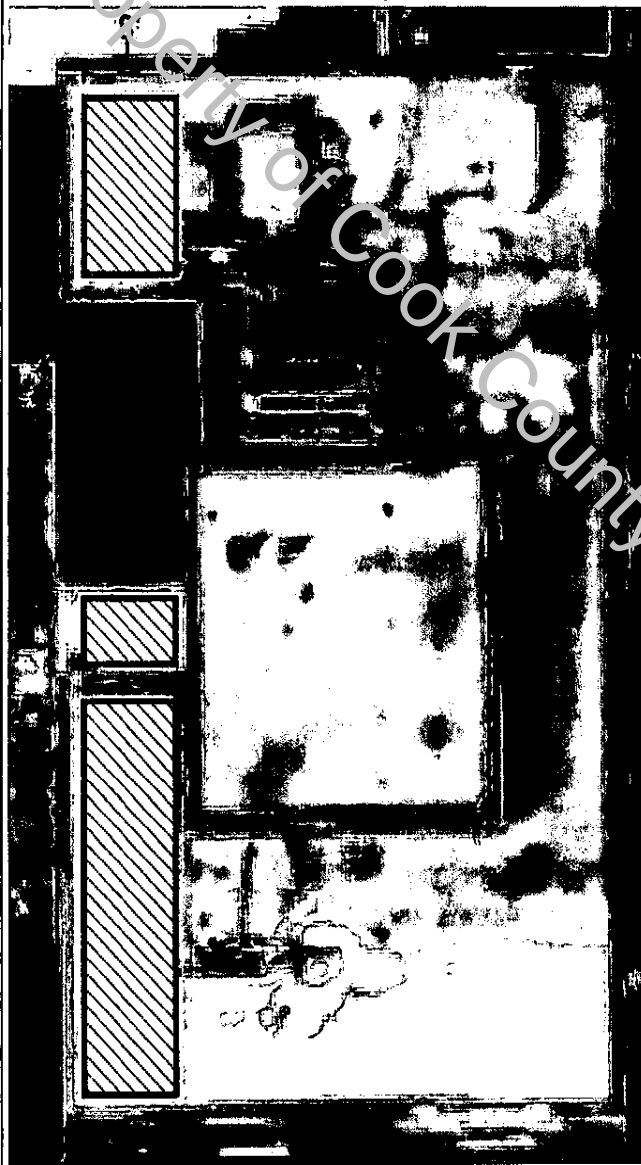
Property of Cook County Clerk's Office

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W.E ONEIL	
CENTIMARK <small>Fast Systems</small> 2001 Century Dr Suite 11100 Cicero, IL 60612	
<small>Job Number</small>	
01/30/2023	NTE
<small>© 2012 CENTIMARK FAST SYSTEMS, INC. ALL RIGHTS RESERVED. THIS IS NOT A CONTRACT. SEE THE CONTRACT FOR THE COMPLETE TERMS AND CONDITIONS.</small>	

 ROOF PROTECTION AREA



Protection Plan

- The highlighted roof area will be protected by a layer of blueboard followed by a layer of plywood, then fastened together. Each end will be anchored to the roof deck to prevent any material from moving.

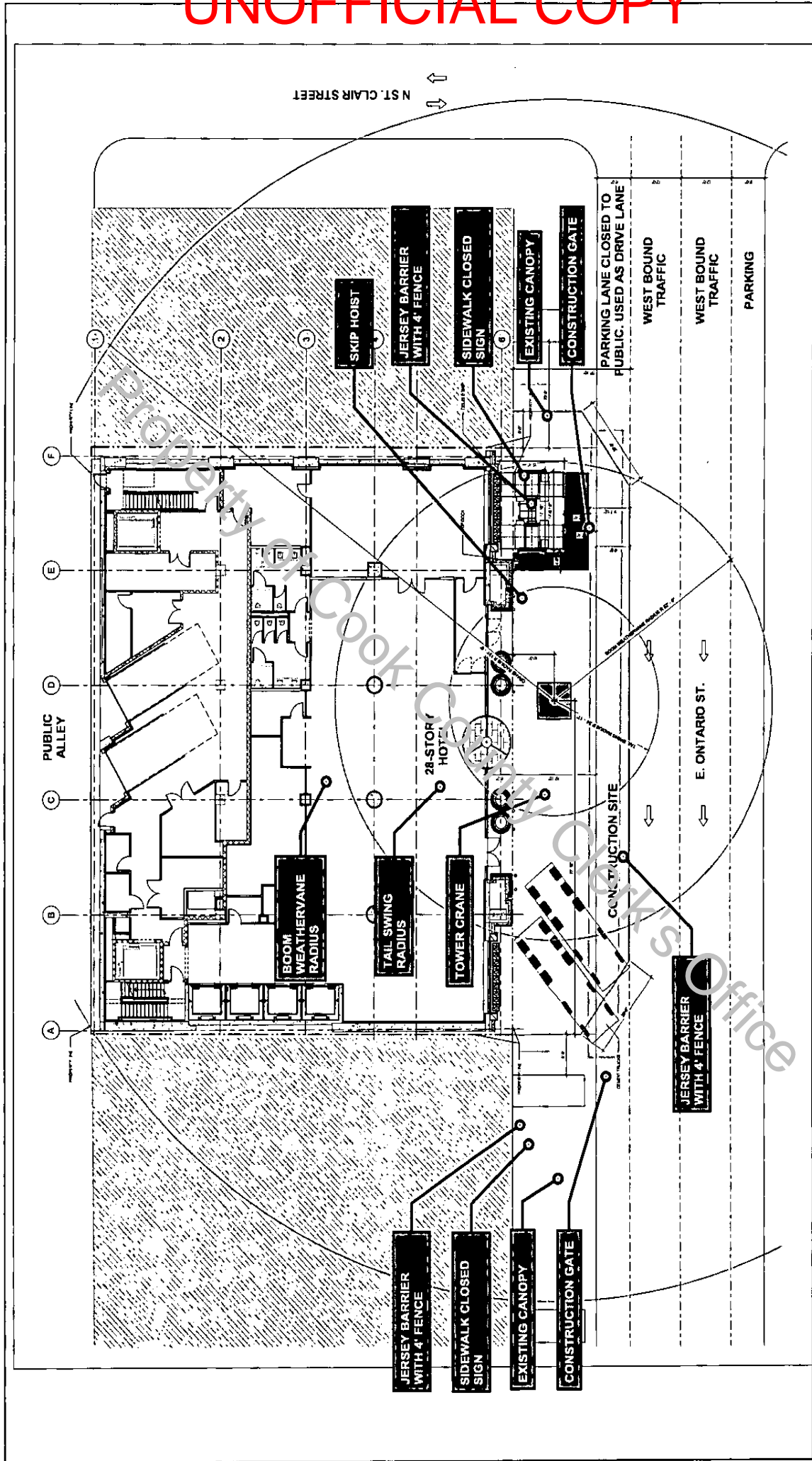
Protection Install

1. Remove and dispose of any debris on roof membrane.
2. Furnish and install a layer of 1" polyiso insulation (loose lay) up to 8ft from the proposed roof edge.
3. Furnish and install 3/4" - 4' x 8' plywood over insulation, up to 8 ft. from the proposed roof edge.
4. Furnish and install polymer batten bar to the plywood, anchor the ends to the roof deck to secure plywood.
5. Flash anchored areas with compatible roofing material to prevent water penetration.

Protection Removal

1. Once construction is completed, remove plywood and patch anchored areas by heat welding reinforced TPO membrane.
2. On completion of construction activities, the roof will be thoroughly inspected.

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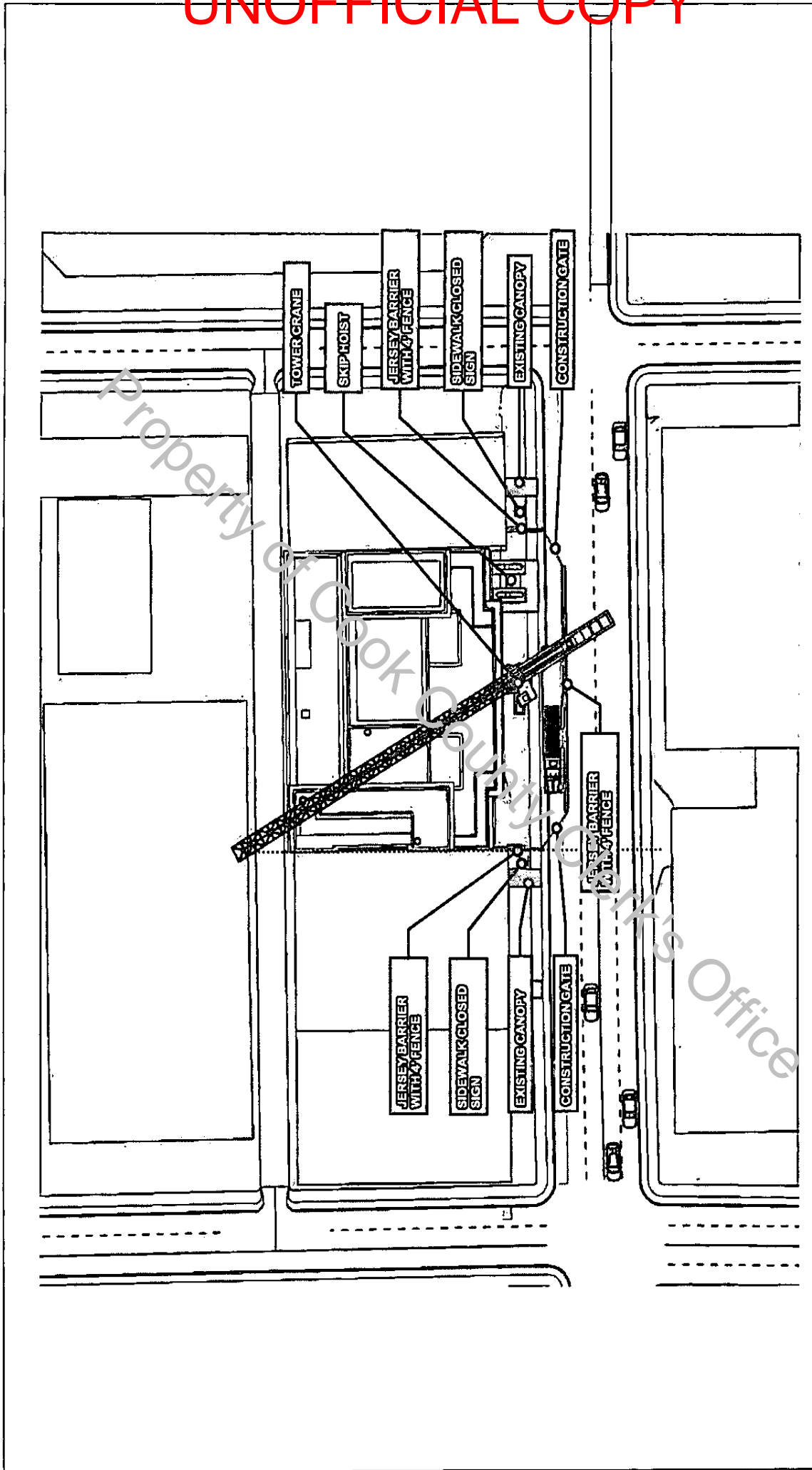
150 East Ontario RIU Hotel, Chicago

DIMENSIONED PLAN



SL-01

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Office

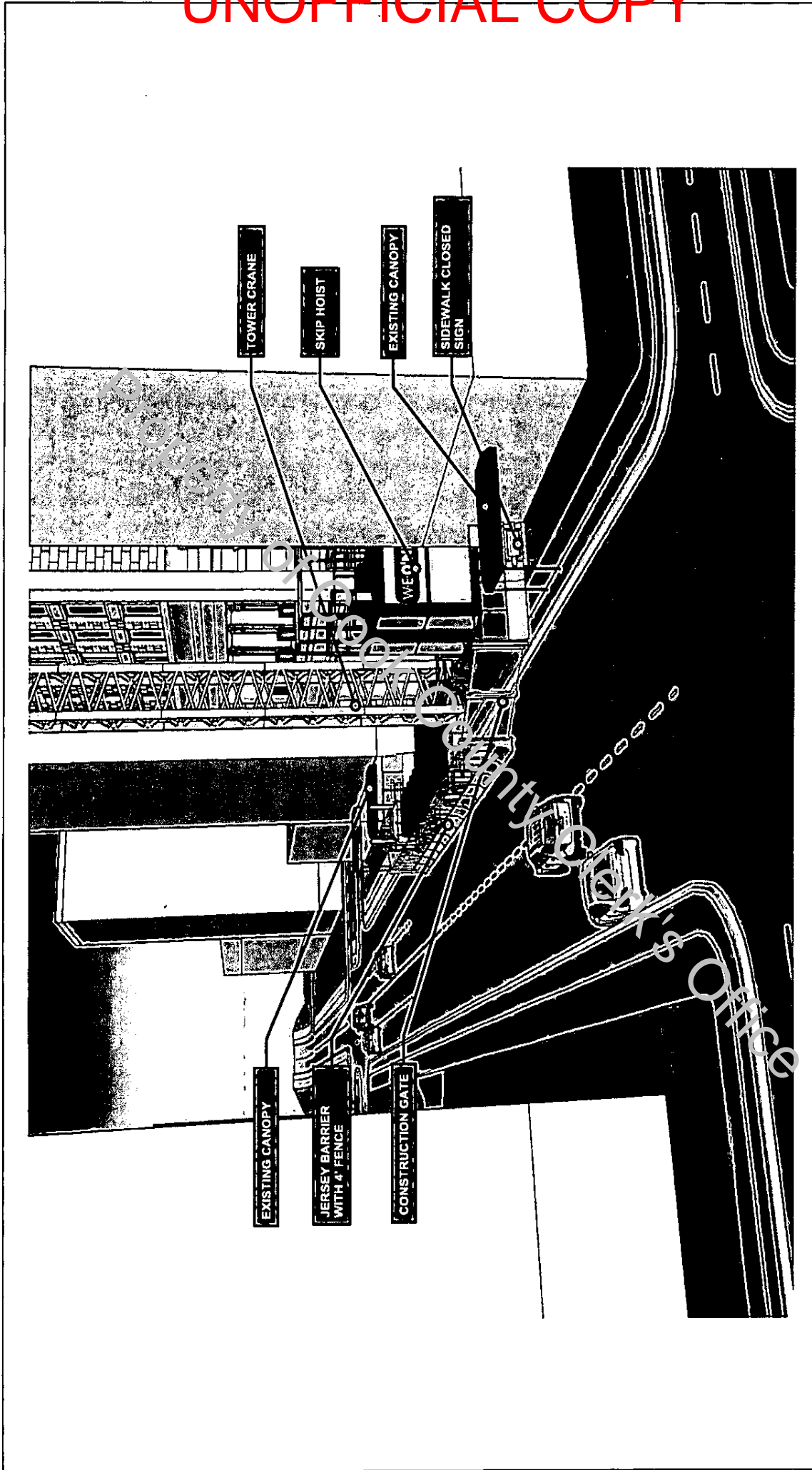
150 East Ontario RIU Hotel, Chicago

Parallel Plan

SL-01



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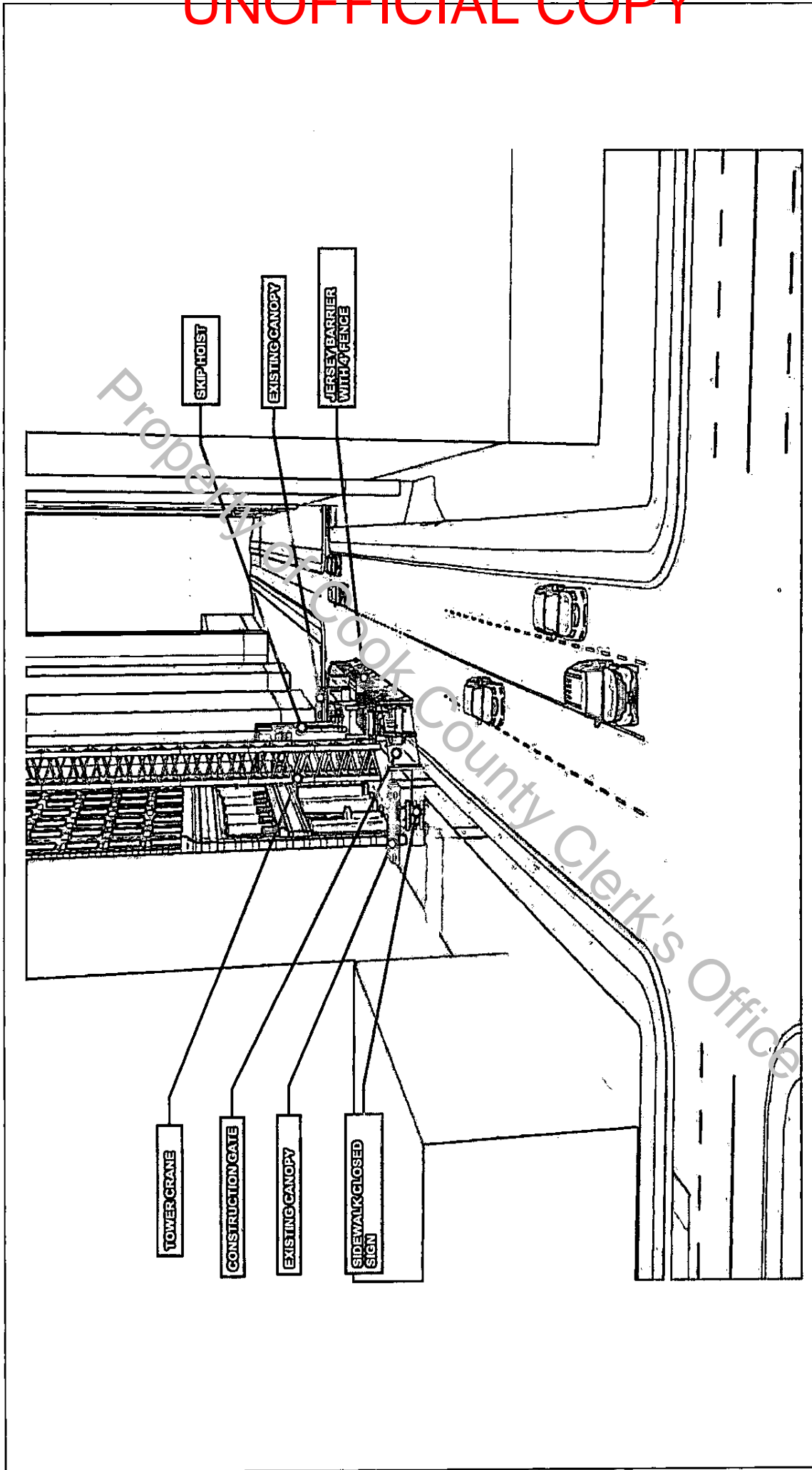
150 East Ontario RIU Hotel, Chicago

Looking West

SL-02



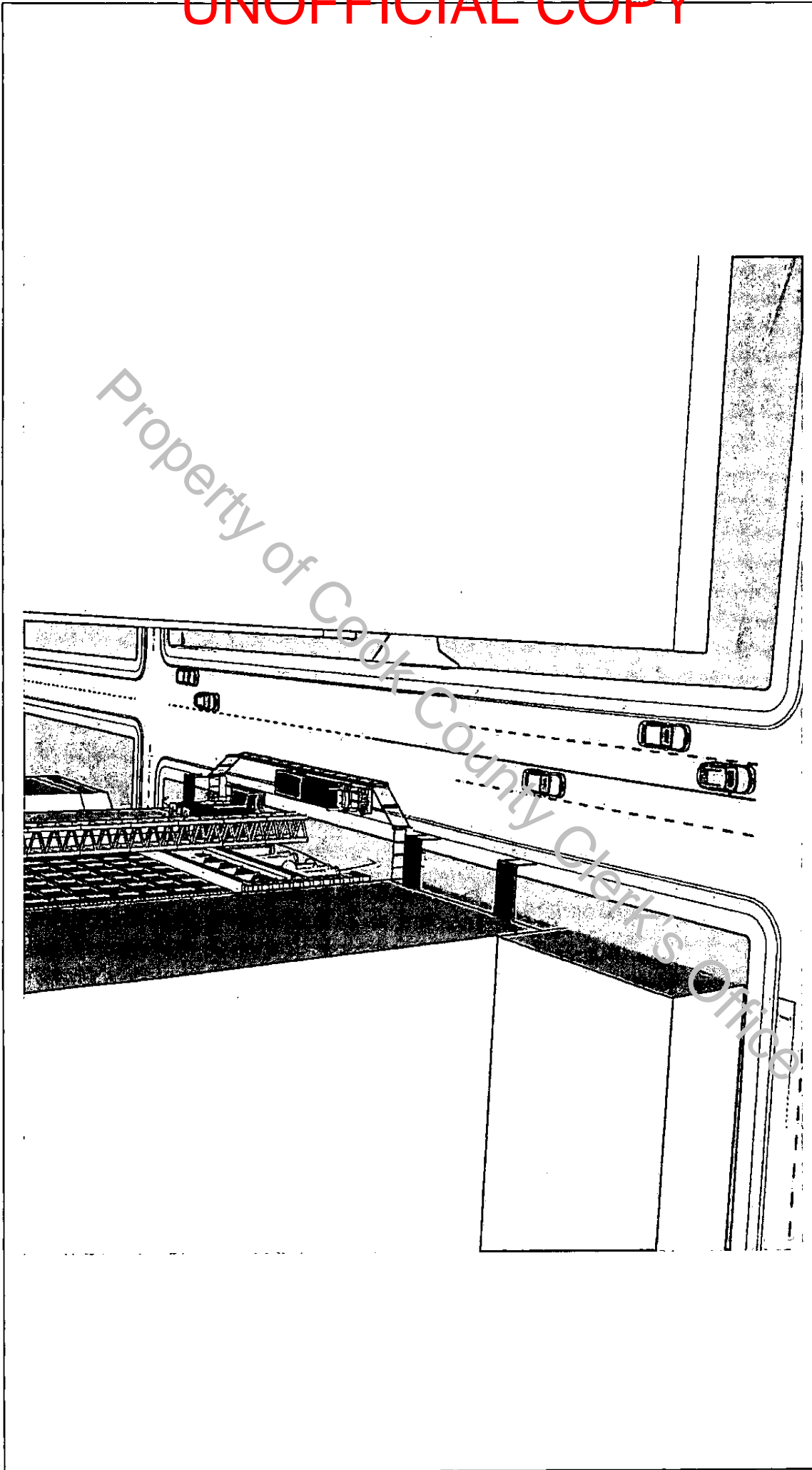
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150 East Ontario RIU Hotel, Chicago
Looking East



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SL-04

150 East Ontario RIU Hotel, Chicago

East 150



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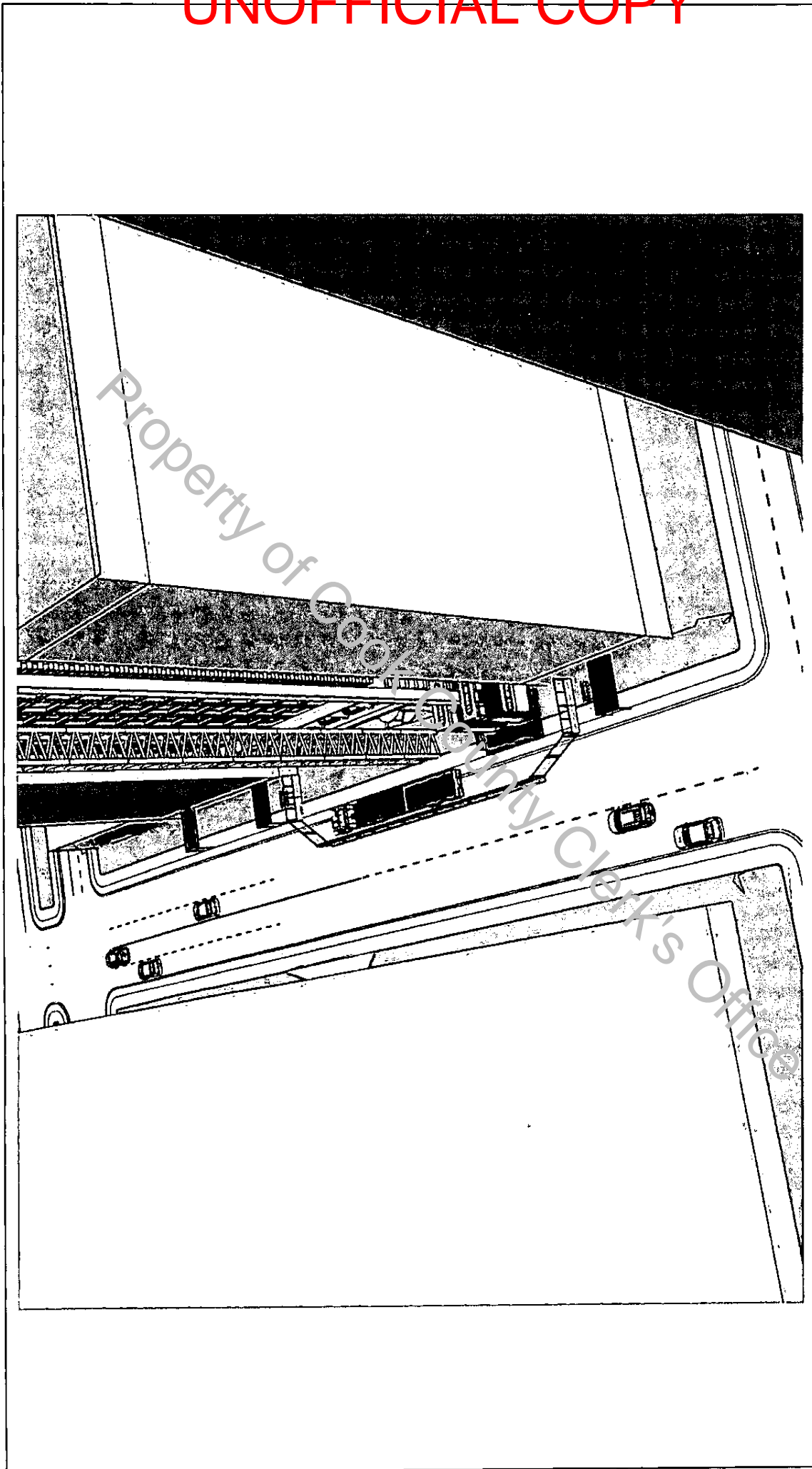
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SL-05

150 East Ontario RIU Hotel, Chicago
East Street View



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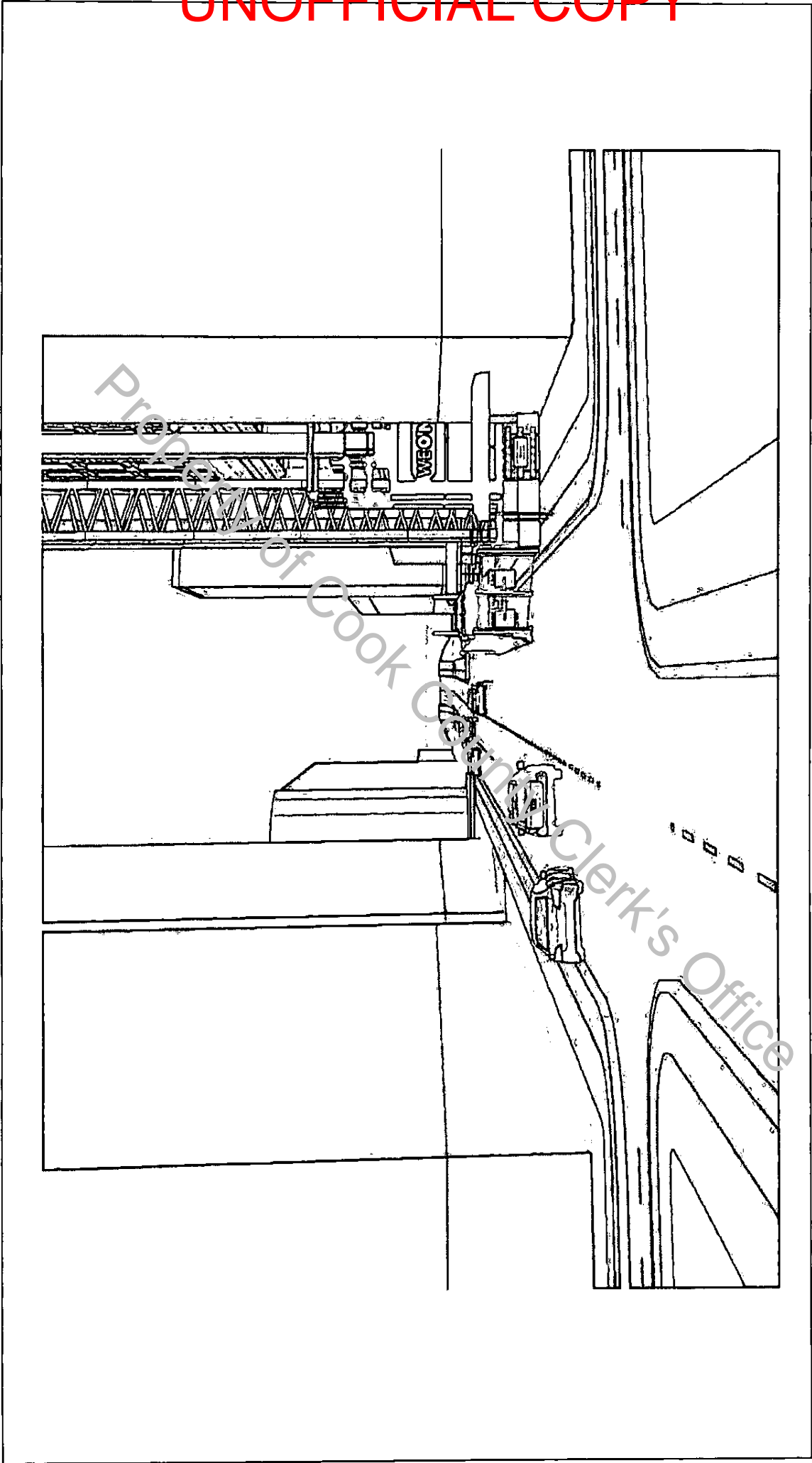


SL-06

150 East Ontario RIU Hotel, Chicago
West Iso



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SL-07

150 East Ontario RIU Hotel, Chicago
West Street View



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EXHIBIT F

FORMWORK CUT SHEET PLAN

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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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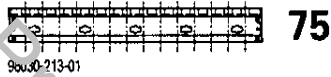
Frami Xlife universal panels

The special hole pattern makes these panels particularly suitable for efficient forming of:

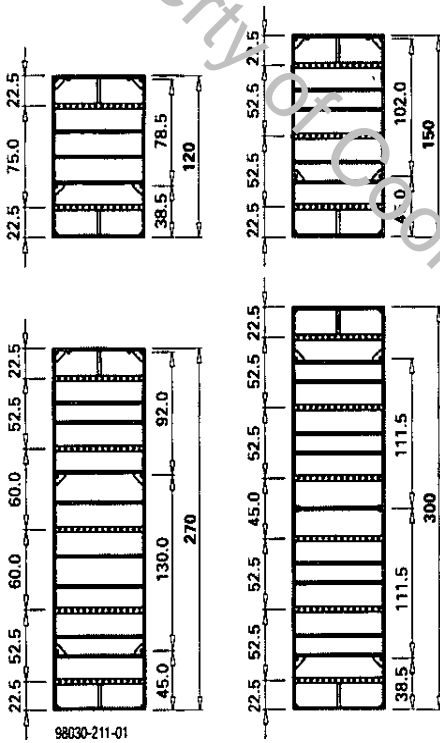
- corners
- wall junctions
- stop-ends
- columns

Frami Xlife universal panel 0.75m

Panel width



Panel heights



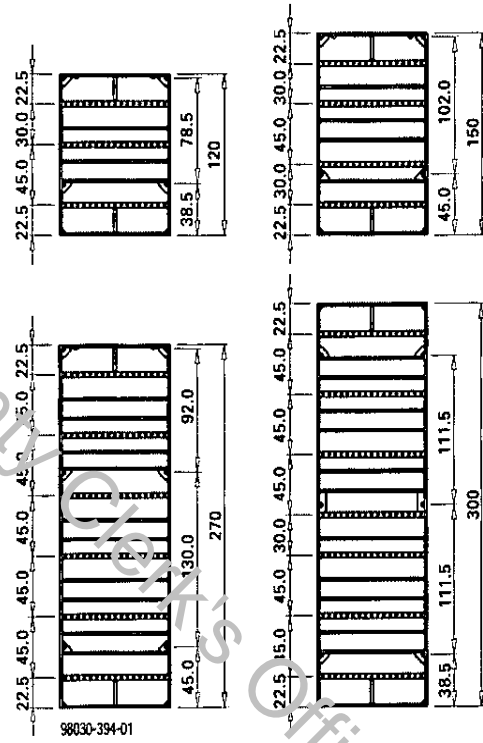
Dimensions in cm

Frami Xlife universal panel 0.90m

Panel width



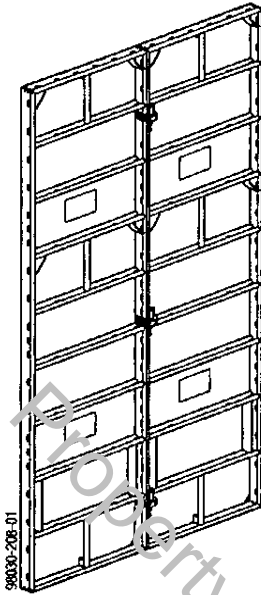
Panel heights



Dimensions in cm

UNOFFICIAL COPY

Inter-panel connections



Shown here on Frami Xlife panels 2.70m.

Attributes of the panel connectors:

- provide self-aligning, crane-handling-safe connections between the panels
- no losable small parts
- dirt-resistant and hard-wearing for site use
- easy to fix, with a formwork hammer



NOTICE

- Use a formwork hammer weighing max. 800 g.
- Do not oil or grease wedge-clamped joints.

Required number of clamps (longitudinal joins):

Panel height (upright panels)	Number of clamps
1.20 m	2
1.50 m	2
2.70 m	3
3.00 m	3

Panel width (horizontal panels)	Number of clamps
0.30 m	1
0.45 m	1
0.60 m	2
0.75 m	2
0.90 m	2

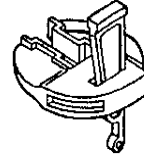
Note:

- For details regarding extra inter-panel connections for outside corners and stop-end formwork (for increased tensile loads) see 'Inter-panel connections for increased tensile loads'.
- For details on the position of the connector components needed in vertical stacking, see 'Vertical stacking of panels'.

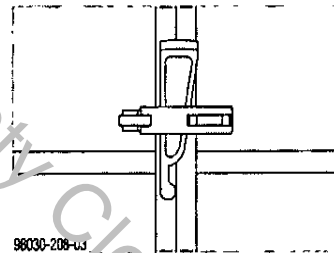
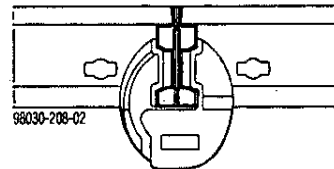
Simple inter-panel connections

with the Frami clamp

The continuous hardware slot running around the inside of the Frami profile means that the Frami clamp can be fastened at any point desired. Any height offset between adjacent panels is possible.

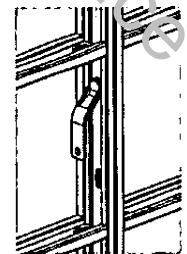


Frami clamp:
 Permitted tensile force: 10.0 kN
 Permitted shear force: 5.0 kN
 Permitted moment: 0.2 kNm



with the Frami clip

It is also possible to use Frami clips instead of Frami clamps. The Frami clips are placed through the cross boreholes in the Frami profiles to connect the panels.

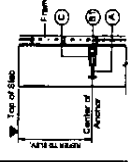


Frami clip:
 Permitted tensile force: 10.0 kN
 Permitted shear force: 5.0 kN
 Permitted moment: 0.2 kNm

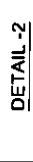
Number and position of Frami clips:
 Same as for Frami clamps.

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NOTE:
For Typical Floor Section refer to Dwg. No.: 1312



DETAIL -1
A. Slab anchor 20.0 DIA
B. Rebar anchor 20.0 DIA
C. Universal climbing cone 20.0
D. Slab anchor 20.0



DETAIL -2
A. Slab anchor 20.0 DIA
B. Rebar anchor 20.0 DIA
C. Universal climbing cone 20.0
D. Slab anchor 20.0

Field Copy

Please refer to the Corresponding "Use Information" & "Operating Instructions" for additional information. www.Doka.com

1300

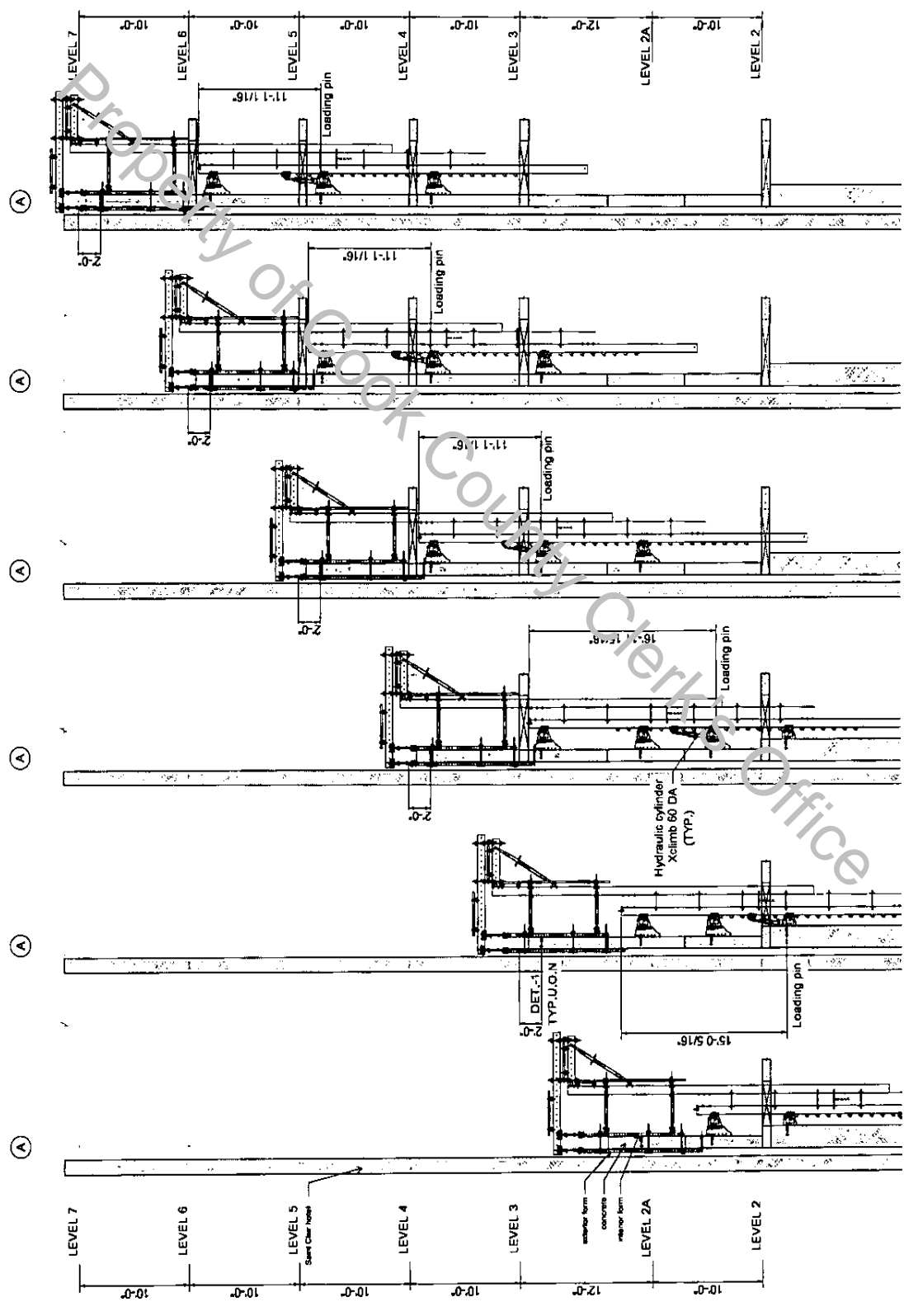
Item No.	Description	Unit	Qty
1	Formwork for Slab	m ²	
2	Formwork for Wall	m ²	
3	Formwork for Column	m ²	
4	Formwork for Beam	m ²	
5	Formwork for Slab	m ²	
6	Formwork for Wall	m ²	
7	Formwork for Column	m ²	
8	Formwork for Beam	m ²	
9	Formwork for Slab	m ²	
10	Formwork for Wall	m ²	
11	Formwork for Column	m ²	
12	Formwork for Beam	m ²	
13	Formwork for Slab	m ²	
14	Formwork for Wall	m ²	
15	Formwork for Column	m ²	
16	Formwork for Beam	m ²	
17	Formwork for Slab	m ²	
18	Formwork for Wall	m ²	
19	Formwork for Column	m ²	
20	Formwork for Beam	m ²	

Minimum Design Concrete Pressure = N/A S.S.P. 2024J

Doka USA Midwest Office
22001 West Winchester Drive
Charlotte, Illinois 60410
Phone: (815) 271-3700
Fax: (815) 267-4825

Project: 150 E. Ontario
Section A - Climbing Sequence
X-axis @ Column

Contractor: MCHUGH CONCRETE CONSTRUCTION INC
Date Drawn: 1/12/2023
Checked by: Christina Matthews
Date Checked: 1/18/2023
Project - Sheet No.: 414-007744-1306 Revision: A Date Issued: 1/20/2023



Climbing Sequence

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EXHIBIT G

DUST CONTROL PLAN

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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



DUST AND NOISE CONTROL PLAN

For

W.E. O'Neil Construction Company
RIU Hotel Project

Dust and noise will be controlled as to prevent the creation of a hazard or nuisance in the surrounding area. A combination of proactive measures and control techniques will be employed to mitigate interruption and impact on adjacent operations. The overall intent will be to limit both the amount of dust generation by construction operations and prevent the migration of dust from the active construction site. Noise will be controlled as to not adversely impact adjacent buildings or independent operations and the neighboring general public.

Dust Control

The creation of dust is inherent to the construction process. Excess dust is typically controlled to reasonable levels such that a hazard or nuisance is not created for the workers and the surrounding area. Comprehensive dust control measures will include preventing the generation of dust whenever possible, using acceptable dust control procedures when dust is generated, and not creating a secondary hazard by the improper use of dust control water. The use of planned, controlled mitigation techniques prescribed herein will help to reduce the overall amount of fugitive dust created during the construction process.

Dust Prevention

Weather conditions will be monitored regularly for temperature, relative wind speed (low, medium, high) and general direction. Weather conditions will also be monitored for exceptionally high winds or unusually dry conditions, which may contribute to dust generation. Heavy equipment will be confined to the construction work area in an attempt to minimize the migration of dust. Trucks delivering equipment and moving materials will use approved entrances/exits and haul routes. Entrances, exits and roadways in areas adjacent to the work area will be kept clean of dirt and construction materials. Street sweeping and cleaning will be performed on an as needed basis throughout the project. A Bobcat with sweeper attachment will be on-site at all times should errant dust / debris be tracked onto adjacent public streets and roadways.

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W.E.O'NEIL

Dust Control Procedures

Dust control procedures will be utilized for all construction work areas, debris stockpiles, access / haul roads, and all other applicable work areas. Fugitive airborne dust will be suppressed as necessary by sweeping of loose particles or by spraying the materials with an adequate amount of water to prevent the creation of dust particles.

Water will be obtained from an approved local water supply. The use of any hydrant system will be coordinated with the local water provider. Water will be used to sporadically wet construction areas and building surfaces. Dirt roads, bare ground and the surrounding soil will be sprayed to suppress dust generated at ground level. The use of excessive amounts of water will be avoided to prevent hazardous, slippery, or other objectionable conditions such as ponding, flooding, freezing, mud, or runoff that could adversely affect the work area or adjacent facilities. The use of water will be limited to temperatures above 32 degrees Fahrenheit. Appropriate erosion control/filtration measures will be used as necessary to prevent sediment from entering the storm drainage system.

Dust Control Inspections

Fugitive dust inspections will be conducted each day that construction activities are in progress by a W.E. O'Neil Representative. The representative will immediately alert RIU Management if in the course of the inspection that further dust control measures are needed.

Noise Control

A certain amount of noise is inherent to construction activities. Care will be taken to ensure that noise is minimized to the greatest possible extent. Disruptions to adjacent occupants and buildings will generally be controlled by limiting work hours to 8:00 AM to 5:30 PM.

Other anticipated sources of noise would include vehicles and heavy equipment to be used during construction work. All vehicles and equipment that will be used on the site will be equipped with suitable working mufflers. In the event that a muffler fails, it will be replaced immediately - or the unit taken out of service until such time that a replacement muffler can be installed.