

This Agreement dated as of this 14th day of January, 1986, between LaSalle National Bank as Trustee of Trust No. - 110339, under Trust Agreement dated September 20, 1985 ("LaSalle"), and The JDC-Tishman Chicago Hotel Company, an Illinois general partnership ("Partnership"), (LaSalle and Partnership are hereinafter collectively referred to as "Hotel Owner"), and LaSalle National Bank as Trustee of Trust No. 109495, under Trust Agreement dated March 1, 1985 ("Trustee"), and Oxford Properties, Inc., a Colorado corporation ("Oxford") (Trustee and Oxford are hereinafter collectively referred to as "Project Owner") and LaSalle National Bank as Trustee of Trust No. 104102 under Trust Agreement dated June 26, 1981 ("Bank") (Bank and Oxford are hereinafter collectively referred to as "Phase II Owner").

R E C I T A L S

I. Trustee holds legal title to that parcel of real estate described in Exhibit A-1 ("Project Parcel"), and Bank holds legal title to that parcel of real estate described in Exhibit A-2 ("Phase II Parcel") and Oxford is the sole beneficiary of Trust No. 109495 and Trust No. 104102;

II. LaSalle holds legal title to the parcel of real estate described in Exhibit B ("Hotel Parcel"), and Partnership is the sole beneficiary of Trust No. 110339;

This Instrument was prepared by:

Dennis M. Wilson  
 Keck, Mahin & Cate  
 8300 Sears Tower  
 Chicago, Illinois 60606  
 312-876-3400

Tax Parcel Nos. See Exhibit A-1, A-2, and B

MAIL TO: Box 77

Attn: Jim C.

STI 85-03004

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III. There is to be included in the structure to be constructed on the Hotel Parcel a parking garage facility which Partnership intends to construct substantially in accordance with the Outline Specifications attached hereto as Exhibit I;

IV. Hotel Owner and Project Owner desire to provide appropriate parking arrangements for the Project Parcel and the Hotel Parcel so as to provide for adequate parking for such properties on a cooperative and flexible basis and to establish certain rights and benefits for and impose certain duties upon the present and future owners of such properties.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I

Definitions

1. Defined Terms. As used in the Agreement, the following terms shall have the following meanings:

(a) "Additional Fees" shall have the meaning set forth in paragraph 3.3(b).

(b) "Adjusted Basic Fee" shall have the meaning set forth in paragraph 3.6(b).

(c) "Aetna" shall have the meaning set forth in paragraph 3.12(d).

(d) "Affiliate" shall mean a person controlled by or under common control with the person referred to.

(e) "Basic Fee" shall have the meaning set forth in paragraph 3.3(a).

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(f) "Consumer Price Index" shall mean the Consumer Price Index, for the City of Chicago, Urban Wage Earners and Clerical Workers, All Items, (base index year 1967=100) as published by the United States Department of Labor, Bureau of Labor Statistics. If the manner in which the Consumer Price Index is determined by the Bureau of Labor Statistics shall be substantially revised, including without limitation, a change in the base index year, an adjustment shall be made by Project Owner in such revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if such Consumer Price Index had not been so revised. If the Consumer Price Index shall become unavailable to the public because publication is discontinued, or otherwise, or if equivalent data is not readily available to enable Project Owner to make the adjustment referred to in the preceding sentence, then Project Owner will substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or, if no such index shall be available, then a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication.

(g) "Default Rate" shall mean and refer to the greater of (i) the rate of interest announced from time to time by

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The First National Bank of Chicago as its corporate base rate plus 3%, or (ii) 15% per annum.

(h) "Easement and Operating Agreement" shall have the meaning set forth in paragraph 2.3(b).

(i) "Event of Default" shall have the meaning set forth in paragraph 5.1.

(j) "Garage" shall have the meaning set forth in paragraph 2.1.

(k) "Garage Costs" shall have the meaning set forth in paragraph 4.2.

(l) "Garage Easement" shall have the meaning set forth in paragraph 3.1.

(m) "Garage Plans" shall have the meaning set forth in paragraph 4.1.

(n) "Garage Share" shall have the meaning set forth in paragraph 3.6(b).

(o) "Hotel" shall mean and refer to the entire hotel building constructed on the Hotel Parcel, including the Garage.

(p) "Hotel Easement" shall have the meaning set forth in paragraph 2.2.

(q) "Hotel Owner Event of Default" shall have the meaning set forth in paragraph 5.3.

(r) "Hotel Parcel" shall have the meaning set forth in Recital II.

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(s) "Hotel Project" shall mean and refer to the Hotel Parcel, the Hotel and all other improvements on the Hotel Parcel.

(t) "Mortgagee" shall have the meaning set forth in paragraph 6.1.

(u) "Opening Date" shall mean and refer to that date on which the Hotel and its amenities are materially completed, operational and open to the public.

(v) "Operating Agreement" shall mean and refer to any lease, license, management agreement, or other similar agreement pursuant to which Project Owner authorizes the Operator to operate the Garage.

(w) "Operator" shall mean and refer to Project Owner or any tenant, subtenant, licensee or other person operating or managing the Garage.

(x) "Outline Specifications" shall have the meaning set forth in paragraph 4.1.

(y) "Permittees" shall mean and refer to the Hotel Owner's and Project Owner's respective officers, directors, employees, agents, contractors, customers, visitors, guests invitees, licensees, subtenants and concessionaires including Operator.

(z) "Phase II Parcel" shall have the meaning set forth in Recital I.

(aa) "Possession Date" shall have the meaning set forth in paragraph 3.2.

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(bb) "Project Parcel" shall have the meaning set forth in Recital I.

(cc) "Quaker Project" shall mean and refer to the Quaker Tower and all other improvements on the Project Parcel.

(dd) "Quaker Tower" shall mean and refer to the entire office building constructed on the Project Parcel.

(ee) "Taking" shall have the meaning set forth in paragraph 3.14(b).

(ff) "Tax Division Date" shall have the meaning set forth in paragraph 3.6(a).

(gg) "Taxes" shall have the meaning set forth in paragraph 3.6(a).

(hh) "Toronto" shall have the meaning set forth in paragraph 3.12(d).

## ARTICLE II

### Hotel Easement and Phase II

2.1 Construction. In constructing the Quaker Tower, Project Owner shall at no cost to Hotel Owner construct such improvements so as to provide for vehicular access over the Project Parcel and through the Quaker Tower to and from the Hotel Project to West Carroll Avenue at the approximate elevations and locations and in general conformity with the design criteria and specifications delivered to Hotel Owner as described on Exhibit C. As part of such construction, Project Owner shall install at its sole expense appropriate access control measures at the West

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Carroll Avenue entrance with respect to the Hotel Easement area hereinafter described.

2.2 Hotel Easement. Project Owner hereby grants to Hotel Owner and to its successors and assigns, a non-exclusive perpetual easement appurtenant to the Hotel Parcel for pedestrian and vehicular ingress and egress to and from the Garage to West Carroll Avenue over the Quaker Project in the area described in Exhibit C-1 upon the terms and conditions set forth in this Agreement (the "Hotel Easement"). During the Project Owner's ownership of the Garage Easement the Hotel Owner shall not use or permit the use of the Hotel Easement without the written consent of Project Owner. Project Owner shall provide and pay for all maintenance for the Hotel Easement area and except as provided below Hotel Owner shall not be responsible for the maintenance of such Hotel Easement area.

If Hotel Owner shall purchase the Garage Easement, then from and after the closing date of such purchase, Hotel Owner shall reimburse Project Owner for one-half of the direct cleaning, snow and trash removal and maintenance expenses incurred in connection with the Hotel Easement area and one half of the parking elevator maintenance expense. This obligation of Hotel Owner shall not extend to or include any expenses for structural, utility, mechanical or HVAC maintenance. Any sums due from Hotel

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Owner with respect to such maintenance shall be due 30 days after demand, and Hotel Owner shall be entitled to reasonable access to relevant portions of Project Owner's books and records to verify such expenses. Except as specifically described in this paragraph 2.1, no fees or charges may be assessed against Hotel Owner by Project Owner in connection with Hotel Owner's rights under or with respect to the Hotel Easement.

The Hotel Easement may be assigned by Hotel Owner as an interest appurtenant to and running with the Hotel Parcel and the Hotel Project. At the written request of Hotel Owner, at such time as the Quaker Tower is actually built, Project Owner shall execute and deliver, and cause its Mortgagees to execute a separate instrument in recordable form which confirms the as-built location of the Hotel Easement.

Project Owner shall be entitled to relocate the Hotel Easement on the Quaker Project at Project Owner's cost and expense. Any such relocation of the Hotel Easement shall be made only after providing Hotel Owner with at least ninety (90) days prior written notice and shall be carried out so as to minimize any interference with Hotel Owner's access to and from the Garage to West Carroll Avenue.

Project Owner and its Permittees shall be entitled to use and enjoy the Hotel Easement area in common with Hotel Owner's use and enjoyment of the Hotel Easement area, provided, that Project Owner shall use all reasonable efforts to minimize interference with Hotel Owner's access to the Garage. Except in the event of emergency, Project Owner shall provide Hotel Owner with

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at least 30 days prior written notice of any repairs to the Hotel Easement which shall materially interfere with Hotel Owner's access to the Garage. Hotel Owner acknowledges and agrees that Project Owner may impose reasonable limitations consistent with those generally applicable to others using the Hotel Easement area on Hotel Owner's and Hotel Owner's Permittees' use and enjoyment of the Hotel Easement area including, without limitation, security controls consistent with Project Owner's operation of the Quaker Project.

2.3 Phase II Parcel. Phase II Owner on its behalf and on behalf of its successors and assigns as respects such parcel, covenants and agrees with Hotel Owner as the owner of the Hotel Parcel as follows:

(a) From and after the Opening Date and prior to the commencement of any construction or development on the Phase II Parcel, Phase II Owner shall make parking available to Hotel Owner on the Phase II Parcel. Phase II Owner shall operate any temporary parking areas on the Phase II Parcel as a paved open-lot parking facility with sufficient parking area to satisfy the parking obligations under paragraph 3.5 with respect to the Phase II Parcel under this Agreement and with adequate lighting, security, maintenance and access and parking controls.

(b) If, 6 months prior to the Opening Date, Phase II Owner or an Affiliate of Project Owner still owns the Phase II Parcel and no contract or letter of intent for the development of the Phase II Parcel within 2 years of the Opening Date then exists between Oxford and a prospective tenant, purchaser, contractor or

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construction manager, Phase II Owner shall construct paved parking areas on such portions of the Phase II Parcel as may be necessary to provide to Hotel Owner the parking required to be made available pursuant to the terms of this Agreement. Notwithstanding the foregoing, Phase II Owner shall have no obligation to commence construction of such improvements until after Hotel Owner has returned Hotel Owner's Marshalling and Staging Area as described in the Easement and Operating Agreement between Project Owner and Hotel Owner of even date herewith. Upon such return Phase II Owner shall promptly commence and diligently pursue such construction. Should any lease, contract or letter of intent described in this paragraph 2.3(b) which exists 6 months prior to the Opening Date subsequently terminate and Phase II Owner or an Affiliate of Project Owner still owns the Phase II Parcel, then as soon as practicable after such termination Phase II Owner shall proceed to construct the paved parking areas necessary to provide to Hotel Owner the parking required to be made available pursuant to the terms of this Agreement.

(c) The parties hereto agree that upon commencement of any construction or the commencement of any development of the Phase II Parcel, Phase II Owner may by written notice to Hotel Owner terminate Hotel Owner's rights under this Agreement with respect to the Phase II Parcel; provided, however, such termination shall not reduce the aggregate parking required to be made available under paragraph 3.5. Upon the request of Phase II Owner the Hotel Owner shall execute a recordable supplement confirming such termination and cause Hotel Owner's Mortgagee to execute such

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supplement. Project Owner and Phase II Owner shall have no liability to Hotel Owner for any damages to Hotel Owner's business or operations arising from any disruption of parking facilities as permitted by this paragraph 2.3(c).

ARTICLE III

Garage Easement

3.1 Garage Easement. Hotel Owner hereby grants to Project Owner as an easement appurtenant to the Quaker Project a perpetual exclusive easement of the parking facility intended to be constructed by Hotel Owner described in Exhibit D (the "Garage") for use and enjoyment as a garage and as otherwise provided herein, and Project Owner hereby takes and accepts and agrees to such grant of easement of the Garage from Hotel Owner upon the terms and conditions set forth in this Agreement ("Garage Easement"). Hotel Owner and its Permittees shall be entitled to reasonable access to the Garage as provided for in paragraph 3.9.

3.2 Commencement of Possession. Project Owner's right to possession of the Garage under the Garage Easement ("Possession Date") shall commence upon delivery of a certification of substantial completion of the Hotel by Hotel Owner's architect but in no event later than the Opening Date. Subject to the force majeure provisions of paragraph 7.1(b) hereof, such certification shall be delivered on or before the Opening Date but not later than June 30, 1988. If Hotel Owner shall fail to make timely delivery of such certification (subject to force majeure), Project Owner shall be entitled to require Hotel Owner to purchase the Garage

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Easement for a sum equal to that portion of the Basic Fee paid by Project Owner to Hotel Owner through the date of such purchase plus Project Owner's actual interest incurred on such sum paid as a Basic Fee. Project Owner shall deliver written notice of this election within 30 days after the date upon which the architect's certificate is due and closing shall occur within 30 days thereafter. Absent timely notice hereunder, Project Owner's right to require Hotel Owner to purchase the Garage Easement shall lapse. Upon or prior to the Possession Date, Hotel Owner and Project Owner shall execute and deliver to each other a supplement to this Parking Agreement in recordable form specifying such Possession Date and setting forth the actual legal description of the Garage, and Hotel Owner shall cause its mortgagee to subordinate to such supplement.

Immediately following the recording of this Parking Agreement, Project Owner may seek at its expense an easement endorsement to its existing title insurance policy for the Project Parcel insuring the Garage Easement as a separate parcel. It shall be a condition of Project Owner's obligation to make the payment of each of the installments of the Basic Fee provided for hereunder that at the time of each such payment Project Owner shall be able to have such easement endorsement later dated in an amount of title insurance equal to the Basic Fee disbursed to such date free of mechanic's liens and subject only to matters arising by or through Project Owner and Permitted Encumbrances described in Exhibit E hereto.

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3.3 Fees. There shall be fees payable to Hotel Owner as follows for and in consideration of the grant and continued existence of this Garage Easement:

(a) Basic Fee. Project Owner shall pay to Hotel Owner as a "Basic Fee" by certified or cashier's check or wire transfer to such bank account in the City of Chicago as Hotel Owner shall direct, an amount computed as provided for in paragraph 4.2. The Basic Fee or portions thereof, subject to retainage sums on a proportionate basis as permitted by the construction contracts for the Garage, shall be payable from time to time upon not less than 10 days written notice at such time as the construction draw payouts for the Garage construction work are made. Hotel Owner shall provide to Project Owner at the time of notice of each such draw request copies of the supporting documentation with respect to such request including general contractor's statements, lien waivers, affidavits and any other documentation relating to mechanic's liens which Project Owner or Project Owner's lender or title insurer may reasonably request. Project Owner, after a reasonable notice and during normal business hours, from the date of the first such draw request through six months after the Opening Date shall be entitled to receive from Hotel Owner copies of paid invoices and supporting data for the Garage work; and Project Owner and its representatives shall be entitled to inspect and photocopy contractor's and subcontractor's statements, lien waivers, releases and other documents reasonably required to

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verify the Garage Costs and construction of the Garage in accordance with the Garage Plans. Hotel Owner shall within 30 days following written demand refund to Project Owner any sums which have been charged to and paid by Project Owner as part of the Basic Fee which were not properly included in such fee under the terms of this Agreement.

(b) Additional Fees. In addition to the Basic Fee, Project Owner will also pay and discharge within 5 days following written demand, as additional fees ("Additional Fees"), all other sums due to Hotel Owner under this Agreement.

(c) Independent Covenant. The obligation of Project Owner to pay fees hereunder to Hotel Owner and the obligation of Hotel Owner to pay Project Owner hereunder shall be independent covenants of Project Owner and Hotel Owner, and except as otherwise provided herein all such amounts shall be paid without counterclaim, set-off, deduction, defense, abatement, suspension, deferment or diminution of any kind or nature whatsoever.

(d) Past Due Fees. All payments to Hotel Owner or Project Owner under this Agreement if not received on their due date shall bear interest from such due date until paid at the Default Rate. Hotel Owner's and Project Owner's right to receive such interest shall not in any way limit any other remedies available to Hotel Owner or Project Owner under this Agreement or at law or in equity or otherwise in

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the event of an Event of Default or a Hotel Owner Event of Default.

3.4 Use. (a) Subject to conditions and occurrences beyond Project Owner's reasonable control and the provisions of this Agreement, the Garage shall be continuously used by Project Owner or its Operator as first-class automobile parking facility in accordance with the provisions of this Agreement and all laws, ordinances, rules and regulations now or hereafter applicable to the Garage, its operation, Project Owner or any Operator. Project Owner shall secure and maintain or cause to be secured and maintained any and all licenses, permissions, authorizations and permits necessary for such use at the Project Owner's cost and expense. After the Opening Date, Project Owner shall make any alterations to the Garage which may be required as a result of any changes in laws, ordinances, rules or regulations to lawfully accommodate Project Owner's use. Project Owner shall not take or permit any action in the Garage which would constitute a nuisance or endanger the Hotel Project or any of the Hotel Owner's Permittees. Project Owner shall upon written notice from Hotel Owner immediately cease and desist from any use inconsistent with the terms of this paragraph 3.4, paying all cost and expense resulting from such improper use.

(b) Hotel Owner acknowledges and agrees that Project Owner is permitted to contract with an Operator to carry out Project Owner's obligations with respect to the operation of the Garage pursuant to the Garage Easement; if directed by Project Owner, Hotel Owner shall communicate directly with Operator re-

garding the operation of the Garage. Project Owner shall be entitled to all revenues from the operation of the Garage. Notwithstanding the foregoing, such Operating Agreement shall not relieve Project Owner of its obligations hereunder and Project Owner shall be and remain directly and personally liable to Hotel Owner hereunder.

(c) Upon not less than 90 days prior written notice from Project Owner to Hotel Owner and subject to compliance with all zoning requirements and other laws, rules and regulations the Project Owner shall be entitled to cease to operate the Garage as an automobile parking facility with respect to all of the Garage other than that portion required to provide in a first-class manner the parking for Hotel Project pursuant to paragraph 3.5.

Before using any portion of the Garage for any purpose other than a parking facility, Project Owner shall advise Hotel Owner of Project Owner's specific intended use, including a description of any anticipated improvements, additions or alterations intended to be made; and, Hotel Owner, for a period of ninety (90) days after receipt of such notice, shall have the right to deliver to Project Owner a written exercise of an option to purchase the Garage Easement for a lump-sum payment equal to the sum of (i) the Basic Fee paid to Hotel Owner by Project Owner, plus (ii) the product of such Basic Fee multiplied by the percentage increase in the Consumer Price Index for the calendar month immediately preceding the month in which payment is made over the Consumer Price Index for the calendar month during which the Possession Date occurred, less (iii) accrued and unpaid Addi-

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tional Fees. The closing date for any such purchase shall be within thirty (30) days of the date of Hotel Owner's exercise of its option.

If Hotel Owner does not exercise its option to purchase the Garage Easement as provided in the preceding paragraph, then Project Owner shall be permitted to use the specified portion of the Garage for that specific use described in its notice to Hotel Owner under this paragraph 3.4(c). Before changing any use (other than returning the use to use as a garage facility), Project Owner shall be required to provide a notice of the type described in the foregoing paragraph regarding the new intended use and upon receipt of such a notice Hotel Owner shall have an option right to purchase the Garage Easement as described in this paragraph 3.4(c).

### 3.5 Hotel Owner's Parking Requirements.

(a) Project Owner acknowledges and agrees that certain minimum parking availabilities are critical to the operation of the Hotel as a first-class business hotel and that Hotel Owner is entering into the Purchase and Sale Agreement with Project Owner dated as of September 4, 1985 and this Agreement in reliance upon Project Owner's covenants and agreements to make available or cause to be made available to Hotel Owner and its Permittees off-street parking for not less than those numbers of cars during those times and at the locations designated on Exhibit F. Project Owner covenants and agrees that commencing on the Opening Date such parking shall be made available at and Hotel Owner

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or its Permittees shall pay rates no greater than the then current terms and rates required by Operator for parking in such areas. Hotel Owner may from time to time elect to pay for parking (i) in the Garage for overnight guests and (ii) in the spaces on Carroll Avenue (on a 24 hour availability) on a monthly basis on the current terms and rates required by Operator for parking in such areas, but such election shall be made no more frequently than once a year and the commitment for such parking when such election is made shall be for one year. Hotel Owner and Project Owner agree to meet quarterly during the 2 years following the Opening Date and thereafter semi-annually to consult with each other concerning the scope and nature of Hotel Owner's parking requirements for the Hotel Project. Hotel Owner and Project Owner shall utilize the data and information developed from the operation of the Hotel to make mutually acceptable adjustments to Exhibit F.

(b) In the event that the Operator shall fail to provide the parking required pursuant to paragraph 3.5(a) to Hotel Owner or a Permittee of Hotel Owner, then in such event Project Owner shall for each such occurrence pay to Hotel Owner on delivery of the notice described herein for each car improperly denied parking an amount equal to the greater of (x) \$75.00 for each such incident or (y) the rate then being charged for parking comparable to that which was not provided. Hotel Owner's rights under this special remedy shall be cumulative and shall be exercisable by Hotel Owner

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delivering written notice thereof to Project Owner of each incident stating (i) that a Hotel guest has been refused parking, with the date and approximate time of the occurrence and (ii) that at the time of such occurrence Hotel Owner had not utilized the parking for the number of cars required to be made available to Hotel Owner under Exhibit F. After notice from Hotel Owner giving rise to a remedy under this paragraph 3.5(b), Project Owner shall within 15 days advise Hotel Owner in writing of what steps and procedures it has taken and adopted to prevent future violations of this paragraph 3.5.

(c) In providing the parking required by this paragraph 3.5, the Operator of the Garage shall provide 24-hour valet service for or make other arrangements with Hotel Owner to permit the availability of the cars of guests of the Hotel on a 24-hour per day basis.

3.6 Taxes.

(a) Project Owner shall be entitled, at Project Owner's sole cost and expense, to seek a tax division of the Garage from the Hotel Project from the Cook County Assessor, and Hotel Owner shall cooperate reasonably with Project Owner to accomplish such division so that the Garage can be assessed as a separate tax parcel. From and after the later to occur of the Possession Date or the effective date of any such a division separating the Garage as a separate tax parcel ("Tax Division Date"), the Project Owner shall pay all Taxes on such, Garage parcel other than such Taxes attrib-

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utable to the land component, if any, included in such new tax parcel (which land component shall be paid by Hotel Owner); and Project Owner shall have no further obligation under this paragraph 3.6 to pay a share of the Taxes for the Hotel Project under this paragraph 3.6, other than the above described Taxes on the Garage.

(b) Until the Tax Division Date for the Garage Hotel Owner agrees to pay all general and special taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as "Taxes") lawfully levied or which become a lien against the Hotel Project. After the Possession Date and prior to any Tax Division Date, for any tax year during the existence of the Garage Easement, Project Owner shall pay to Hotel Owner not less than five (5) business days prior to the due date for payment of each installment of Taxes, the "Garage Share" of such Taxes for each installment. The parties shall use all reasonable efforts to fairly and equitably apportion Taxes between the Garage and the other improvements on the Hotel Parcel and thereby arrive at the "Garage Share" of the Taxes. If the parties shall fail to reach such agreement by the due date for any payment of Taxes then for purposes of this Agreement, the "Garage Share" of the Taxes on the Hotel Project shall be determined by computing the Taxes for the Garage as if it were a separate parking structure with a fair market value for taxation purposes equal (i) to the Adjusted Basic Fee plus (ii) the Adjusted Basic Fee mul-

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multiplied by the percentage increase in the Consumer Price Index for January of the tax year in question over the Consumer Price Index for January of the calendar year during which the Possession Date occurred. "Adjusted Basic Fee" shall refer to the Basic Fee paid by Project Owner less that portion of such fee attributable to the construction period interest of Hotel Owner. In addition, prior to any Tax Division Date Project Owner shall pay upon demand its proportionate share of any fees, expenses and costs incurred by Hotel Owner in protesting any assessment, levies or the tax rate in connection with Taxes of the Hotel Project.

(c) If prior to any Tax Division Date at any time during the existence of the Garage Easement the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments or governmental charges levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed or imposed on Hotel Owner a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents for the present or any future building or buildings on the Hotel Parcel, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the terms "Taxes" for the purposes of this Agreement, provided, however, the parties shall use all reasonable efforts to fairly and equitably apportion such additional Taxes; but if

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the parties shall fail to reach an agreement then Project Owner's percentage share of Taxes (including such Taxes) shall in no event be greater than that percentage share of Taxes payable by Project Owner for the calendar year immediately prior to such change in the tax laws.

(d) If the Possession Date shall occur prior to any Tax Division Date, Project Owner's allocable share of Taxes shall be prorated for the year in which the Possession Date occurs based upon a fraction the numerator of which shall be the number of days in such year after the Possession Date and the denominator of which shall be the total number of days in such year.

### 3.7 Repairs and Maintenance.

(a) Hotel Owner's Maintenance. Hotel Owner shall at its cost and expense promptly make all necessary structural repairs and replacements to the walls, cassions, footings, ceilings and floors of the Garage and all necessary repairs to the heating, ventilating, utility, electrical (other than as provided in paragraph 3.7(b)) and mechanical systems in or for the Garage, excluding damages caused by Project Owner's fault or negligence, or by the acts of Project Owner's Permittees. Structural repairs shall not include the patching and sealing of cracks in the walls, floors or ceilings which do not threaten the structural integrity of the Garage, such patching and sealing being deemed maintenance and being the obligation of Project Owner except to the extent they arise from material defects in the construc-

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tion of the Garage. Notwithstanding the foregoing, Hotel Owner shall have no obligation to repair, restore, replace or maintain any alterations, additions or improvements made to or in the Garage by Project Owner or any Operator.

(b) Except as otherwise provided in paragraphs 3.7(a), 3.12 and Article IV, after the Possession Date Project Owner shall, at its sole cost and expense, keep and maintain all parts of the Garage in good condition and promptly repair, with materials and workmanship of the same character, kind and quality as the original, including but not limited to any doors, lighting, paving, painting and striping. Project Owner shall also keep the Garage in a clean and sanitary condition, including but not limited to pest extermination, trash and snow and ice removal in a manner generally consistent with a first-class public garage. Specifically, and without limiting the general obligations of Project Owner hereunder, Project Owner shall carry out at least those maintenance items listed on Exhibit G on the schedule set forth thereon.

(c) Except as provided for in paragraph 3.12, after the Possession Date Project Owner shall at its own cost and expense repair any damage to the Garage caused by Project Owner or caused in whole or in part by its Permittees or any other person (other than Hotel Owner while carrying out its obligations under paragraph 3.7(a) of this Agreement or exercising its rights under paragraph 3.9 of this Agreement) entering into the Garage as a result of the

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business activities of Project Owner or its Operator in or with respect to the Garage or caused by Project Owner's default hereunder.

(d) Project Owner shall keep the Garage, the Hotel Project and all trade fixtures and furnishings placed in the Garage free of all liens arising by or through Project Owner and to the extent such liens may give rise to a claim against the Hotel Project (exclusive of the Garage).

3.8 Alterations. Except as provided in the following sentence Project Owner may at its own cost and expense, without the consent of Hotel Owner, make any alterations, additions or improvements to the Garage. Project Owner shall not make any structural alterations, additions or improvements to the Garage or alterations, additions or improvements which would adversely affect the functioning of the Garage as a parking facility or any other use specifically permitted under this Agreement (including, but not limited to roof, floor or wall penetrations) without the prior written consent of Hotel Owner which consent shall not be unreasonably withheld or delayed. Project Owner or its Operator may, without the consent of Hotel Owner, but at its own costs and expense and in good workmanlike manner, install in the Garage such trade fixtures as it may deem advisable in connection with the operation of the Garage as a first-class parking facility or any other use specifically permitted under this Agreement, in each case after complying with all applicable governmental laws, ordinances, regulations and other requirements. Project Owner or Operator shall, absent Hotel Owner's written consent to leave

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such alterations, additions and improvements, within 30 days prior to purchase of the Garage Easement remove all alterations, additions and improvements installed by Project Owner or Operator for which such consent has not been given and restore the Garage to its original condition. All trade fixtures and furnishings installed by Project Owner or Operator in connection with the use of the Garage as a first-class parking facility shall remain the property of Project Owner and may be removed by Project Owner upon the purchase of the Garage Easement if Project Owner so elects. All other trade fixtures and furnishings installed by Project Owner shall be removed unless Hotel Owner consents in writing to their remaining. All such removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the Garage, and Project Owner shall leave the Garage in a safe and clean condition after such removal. Project Owner shall construct any alterations, additions or improvements in accordance with all applicable governmental laws, ordinances, rules and regulations and shall prior to construction provide such assurances to Hotel Owner (including, but not limited to additional insurance, waivers of lien or surety company performance bonds) as Hotel Owner shall reasonably require to protect Hotel Owner against any liability or loss from or any mechanic's, laborer's or materialmen's liens or other liens.

3.9 Access and Inspections. Upon reasonable prior written notice to Project Owner (other than in the event of emergency), Hotel Owner and Hotel Owner's agents and representatives shall have the right to enter the Garage at any reasonable times

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for the following purposes: (i) to ascertain the condition of the Garage; (ii) to determine whether Project Owner is fulfilling Project Owner's responsibilities under this Agreement; (iii) to make such repairs to the Hotel as are necessary or otherwise as may be required or permitted to be made by Hotel Owner under the terms of this Agreement; or (iv) to do any other act or thing which Hotel Owner deems to be necessary (in its reasonable judgment) to preserve or protect the Hotel Project. In entering upon and using the Garage (including the performance of Hotel Owner's obligations under paragraph 3.7(a)) as required or permitted by this Agreement, Hotel Owner shall use all reasonable efforts to minimize the interference with Project Owner's right to use the Garage.

3.10 Utilities. Hotel Owner agrees to provide, at its cost, electricity, water, sprinkler, sewer, gas and telephone service connections into the Garage. After the Possession Date Project Owner shall pay for all light, power, telephone and sprinkler system charges and other utilities and services (including heat and ventilation, if provided) used on, by, from or for the benefit of the Garage, including without limitation, Project Owner's proportionate share as determined jointly by Hotel Owner and Project Owner from time to time of any central station signaling system installed in the Garage or the Hotel Project. In constructing the Garage, Hotel Owner shall use all reasonable efforts to have utilities separately metered. If any such services are not separately metered to Project Owner, Project Owner shall pay such proportion of all charges jointly me-

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tered with other portions of the Hotel as determined from time to time by Hotel Owner and Project Owner in their reasonable discretion. Any such charges paid by Hotel Owner and assessed against Project Owner shall be payable to Hotel Owner 15 days after demand and shall be Additional Fees hereunder. Except in the case of Hotel Owner's wilful misconduct or gross negligence Hotel Owner shall in no event be liable for any interruption or failure of utility services on or to the Garage, and any such interruption which prevents Project Owner from operating the Garage shall not give rise to a breach under this Agreement. Project Owner's obligation to pay Additional Fees with respect to such utility services shall be abated during the period of such interruption.

3.11 Security. As a part of its obligation to operate the Garage in a manner consistent with a first-class public garage, Project Owner agrees to provide and maintain at its sole cost and expense a first-class security and surveillance system for the Garage, such system shall include but not be limited to (i) securing and maintaining equipment which limits and controls vehicular and pedestrian access to and from the Garage, and (ii) establishing security procedures for the Operator and its personnel.

### 3.12 Insurance.

(a) Hotel Owner agrees to maintain (i) Builder's Risk insurance prior to the Opening Date and (ii) standard "All Risk" fire and extended coverage insurance after the Opening Date covering the Hotel Project to the extent it shall be reasonably available, in each case insuring against

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the perils of fire and lightning and including extended coverage, or at Hotel Owner's option all risk coverage, in such amount as Hotel Owner shall in its discretion determine appropriate provided, however, that such coverage shall be for not less than that customarily carried for similar types of properties in the City of Chicago unless Project Owner shall otherwise agree in writing or Hotel Owner's mortgagee shall permit a lower coverage level. Subject to the provisions of paragraph 3.12(c) below and any mortgage of the Hotel Project, such insurance shall be for the sole benefit of Hotel Owner and under its sole control. All such policies shall be procured by Hotel Owner from responsible insurance companies reasonably satisfactory to Project Owner. Certified copies of policies of such insurance, or certificates of insurance, shall be delivered to Project Owner prior to the payment of any fees under this Agreement. Not less than ten (10) days prior to the expiration date of any such policies, certified copies of renewals thereof or certificates of insurance shall be delivered to Project Owner. Such policies shall further provide that not less than thirty (30) days written notice shall be given to Project Owner before such policy may be cancelled or changed to reduce insurance provided thereby. Except for Project Owner's alterations, additions and improvements Project Owner shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained by Hotel Owner hereunder unless Hotel Owner is

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included as an additional named insured thereon. Project Owner shall immediately notify Hotel Owner whenever any such separate insurance is taken out and shall promptly deliver to Hotel Owner the policy or policies of such insurance.

From and after the Possession Date, Project Owner shall pay to Hotel Owner as Additional Fees not less than 5 business days prior to their due date and after written request for payment by Hotel Owner a percentage of the premiums for Hotel Owner's casualty insurance for the Hotel Project which is required to be covered under paragraph 3.12(a) determined based upon total direct Garage Costs on the Opening Date divided by the total Hotel Project direct construction costs on the Opening Date in each case as described in Exhibit J.

Notwithstanding anything in this Agreement to the contrary Project Owner shall not be required to pay premiums for insurance described in paragraph 3.12(a) to the extent that such premiums relate to material and substantial improvements constructed on the Hotel Project which are in addition to and not in replacement of or otherwise in lieu of portions of the Hotel Project as initially constructed.

Notwithstanding anything in this Agreement to the contrary Hotel Owner shall not be required to carry insurance covering any additions, alterations or improvements to the Garage. It shall be Project Owner's obligation to secure and pay the entire premiums for any such insurance.

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(b) If the Garage should be damaged by fire, tornado or other casualty, Project Owner shall give immediate written notice thereof to Hotel Owner.

(c) If (i) the Garage should be damaged and the Hotel is otherwise free of material damage or (ii) the Hotel shall be materially damaged and in Hotel Owner's judgment the Hotel should be repaired or rebuilt Hotel Owner shall so advise Project Owner in writing within 9 months after the date of such damage. In any such event the Hotel Owner shall not have the right or obligation to purchase the Garage Easement as provided in paragraph 3.12(d) and Hotel Owner shall proceed with reasonable diligence to rebuild and repair the Garage and the Hotel Project to substantially the condition in which it existed prior to such damage, except Hotel Owner shall not be required to rebuild, repair or replace any part of the fixtures, grade fixtures, furnishings, alterations, additions and other improvements which may have been placed in, on or about the Garage by Project Owner. If the Garage is materially damaged so as to limit the space available in the Garage for parking, the Additional Fees payable and Project Owner's obligation to make parking available hereunder shall be equitably and reasonably adjusted considering all of the circumstances during the period in which the Garage is so damaged.

(d) If the Hotel Project should be materially damaged and Hotel Owner determines that it should not be repaired or rebuilt, Hotel Owner shall notify Project Owner

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within 9 months of such damage of such election. After making such election: (i) if either The Toronto-Dominion Bank ("Toronto") or Aetna Life Insurance Company (such company together with its successors and assigns are collectively referred to as "Aetna") shall then be a lender or Mortgagee in connection with either of their presently existing loans to Oxford of Project Owner (or any extensions or modifications thereof), Hotel Owner shall have up to two (2) years after such damage occurs in which to decide whether Hotel Owner shall construct a new building on the Hotel Parcel and in which to commence construction thereof provided that commencing 9 months after such damage Hotel Owner has provided 68 parking spaces for the use of Project Owner within a 2 block radius of the Hotel Parcel upon such terms and conditions are reasonably acceptable to Project Owner until parking shall thereafter be made available on the Hotel Parcel. If Hotel Owner determines to construct a new building on the Hotel Parcel, such building shall include a parking facility with at least 68 parking spaces. Such spaces shall be subject to the terms of this Agreement with such equitable and reasonable changes to its terms as may be required to adopt this Agreement to the new building. If such new building has more than 68 parking spaces, then this Agreement shall be further equitably and reasonably changed to take into account Hotel Owner's rights to access to and utilization of such additional spaces under all of the circumstances. If Hotel Owner fails to commence construction

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of a new building on the Hotel Parcel within two (2) years of the date of such damage, then Hotel Owner shall clear the Hotel Parcel and shall construct surface parking on the Hotel Parcel and Project Owner shall be entitled to utilize 68 spaces on such site for surface parking to and until such time as neither Toronto nor Aetna shall be a lender or Mortgagee as aforesaid, or Hotel Owner commences the construction of a new building as provided for above; if earlier; (ii) If at the time of such damage or any time thereafter Toronto and Aetna shall not then be a lender or Mortgagee as aforesaid Hotel Owner shall be entitled to terminate any then existing surface parking rights on the Hotel Parcel and purchase Project Owner's Garage Easement rights for a lump sum payment equal to the sum of (x) the Basic Fee paid to Hotel Owner by Project Owner, plus (y) the product of such Basic Fee multiplied by the percentage increase in the Consumer Price Index for the calendar month immediately preceding the month in which such payment is made over the Consumer Price Index for the calendar month during which the Possession Date occurred, less (z) accrued and unpaid Additional Fees.

(e) Provided that such a waiver does not invalidate the respective policy or policies or diminish or impair the insured's ability to collect under such policy or policies or unreasonably increase the premiums for such policy or policies unless the party to be benefited by such waiver pays such increase, each of Hotel Owner and Project Owner hereby releases the other and any mortgagee of the Hotel

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Parcel or Project Parcel from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any other perils insured in policies of insurance covering such property to the extent of any recovery collected under such policies, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, including any Permittees.

(f) For purpose of this paragraph 3.12, "material damage" to the Hotel shall mean and refer to damage from an occurrence the cost of repair of which in the aggregate exceeds \$20,000,000 plus the product of \$20,000,000 multiplied by the percentage increase in the Consumer Price Index for the calendar month in which the casualty occurred over the Consumer Price Index for the calendar month in which the Opening Date occurred.

3.13 Liability. (a) Hotel Owner's mortgagee shall not be liable to and Hotel Owner (except for wilful misconduct or gross negligence of Hotel Owner) shall not be liable to Project Owner or Project Owner's Permittees or to any other person whatsoever, for any injury to person or damage to property on or about the Garage, resulting from and/or caused in part or whole by the negligence or misconduct of Hotel Owner, Hotel Owner's Permittees or of any other person entering upon the Garage, or caused by the Garage becoming out of repair, or caused by leakage of gas, oil, water or steam or by electricity emanating from the

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Garage, or due to any cause whatsoever (other than caused by Hotel Owner in carrying out or failing to carry out its obligations under paragraph 3.7(a) of this Agreement or exercising its rights under paragraph 3.9 of this Agreement), and Project Owner hereby covenants and agrees that it will at all times indemnify and hold safe and harmless the Hotel Owner's Mortgagee and the Hotel Owner (including without limitation LaSalle and beneficiaries of LaSalle), and the Hotel Owner's Permittees from any loss, liability, claims, suits, costs, expenses, including attorney's fees and damages, both real and alleged, arising out of any such damage or injury (other than such damage or injury caused by Hotel Owner's failure to construct the Garage in accordance with paragraph 4.4). Project Owner shall procure and maintain a policy or policies of general liability insurance, in form and substance reasonably satisfactory to Hotel Owner, at Project Owner's sole cost and expense, insuring both Hotel Owner, Hotel Owner's mortgagee (and LaSalle and beneficiaries of LaSalle) as additional named insureds and Project Owner against all claims, demands or actions arising out of or in connection with: (i) the Garage; (ii) the condition of the Garage; (iii) Project Owner's operations in and maintenance and use of the Garage; and (iv) Project Owner's liability assumed under this Agreement, the limits of such policy or policies to be in the amount of not less than \$10,000,000 per occurrence in respect of injury to persons (including death), and in the amount of not less than \$10,000,000 per occurrence in respect of property damage or destruction, including loss of use thereof, in each case with commercially

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reasonable deductible amounts. All such policies shall be procured by Project Owner from responsible insurance companies reasonably satisfactory to Hotel Owner. Certified copies of such policies or certificates of insurance, shall be delivered to Hotel Owner and Hotel Owner's mortgagee prior to the Possession Date. Not less than ten (10) days prior to the expiration date of any such policies, certified copies of the renewals thereof shall be delivered to Hotel Owner and Hotel Owner's mortgagee. Such policies shall further provide that not less than thirty (30) days written notice shall be given to Hotel Owner and Hotel Owner's mortgagee before such policy may be cancelled or changed to reduce the insurance coverage provided thereby.

(b) Project Owner's mortgagee shall not be liable to and Project Owner (except for wilful misconduct or gross negligence of Project Owner) shall not be liable to Hotel Owner or Hotel Owner's Permittees or to any other person whomsoever, for any injury to person or damage to property or about the Hotel Project (other than the Garage), resulting from and/or caused in part or whole by the negligence or misconduct of Project Owner, Project Owner's Permittees or of any other person entering upon the Hotel Project (other than the Garage), or due to any cause whatsoever (other than caused by Project Owner in carrying out its obligations under this Agreement), and Hotel Owner hereby covenants and agrees that it will at all times indemnify and hold safe and harmless the Project Owner's Mortgagee and Project Owner (including without limitation Trustee and beneficiaries of Trustee), and the Project Owner's Permittees from any loss, liability,

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claims, suits, costs, expenses, including attorney's fees and damages, both real and alleged, arising out of any such damage or injury. Hotel Owner shall procure and maintain a policy or policies of general liability insurance, in form and substance reasonably satisfactory to Project Owner, at Hotel Owner's sole cost and expense, insuring both Project Owner, Project Owner's mortgagee (and Trustee and beneficiaries of Trustee) as additional named insureds and Hotel Owner against all claims, demands or actions arising out of or in connection with: (i) the Hotel Project (other than the Garage); (ii) the condition of the Hotel Project (other than the Garage); (iii) Hotel Owner's operations in and maintenance and use of the Hotel Project (other than the Garage); and (iv) Hotel Owner's liability assumed under this Agreement, the limits of such policy or policies to be in the amount of not less than \$10,000,000 per occurrence in respect of injury to persons (including death), and in the amount of not less than \$10,000,000 per occurrence in respect of the property damage or destruction, including loss of use thereof, in each case with commercially reasonable deductible amounts. All such policies shall be procured by Hotel Owner from responsible insurance companies reasonably satisfactory to Project Owner. Certified copies of such policies or certificates of insurance shall be delivered to Project Owner and Project Owner's mortgagee prior to the Possession Date. Not less than ten (10) days prior to the expiration date of any such policies, certified copies of the renewals thereof shall be delivered to Project Owner and Project Owner's mortgagee. Such policies shall further provide that not less than thirty

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(30) days written notice shall be given to Project Owner and Project Owner's mortgagee before such policy may be cancelled or changed to reduce the insurance coverage provided thereby.

3.14 Condemnation.

(a) If the whole of the Garage and no other part of the Hotel Project should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, Project Owner shall be entitled to seek and receive the entire award for the taking of the Garage and upon delivery of possession of the Garage in such proceeding Project Owner's responsibility under this Agreement for Additional Fees shall cease (other than for such fees accrued prior to such date).

(b) If part of the Garage shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof ("Taking"), the Additional Fees payable hereunder, and Project Owner's obligations to make parking available to Hotel guests in the Garage shall be equitably and reasonably adjusted under all of the circumstances. Project Owner shall be entitled to seek and receive the entire award, provided, however that to the extent required the award from any such Taking shall be used by Project Owner to restore the Garage to a condition suitable for Project Owner's use, as near to the condition thereof

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immediately prior to such taking as is reasonably feasible under all the circumstances.

(c) Subject to the provisions of paragraph 3.14(b), in the event of any Taking of the Hotel which involves more than the Garage, Hotel Owner and Project Owner shall each be entitled to receive and retain such separate awards and/or portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

3.15 Quiet Enjoyment. Hotel Owner covenants that LaSalle has acquired or will acquire before Project Owner is obligated to pay any portion of the Basic Fee or take possession of the Garage, good title to the Hotel Parcel, free and clear of all liens and encumbrances, excepting only the lien for current taxes not yet due, zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of such property, and Permitted Encumbrances.

### 3.16 Assignment and Transfers.

(a) Except in conjunction with (i) an assignment, transfer, conveyance, net lease or mortgage of Project Owner's interests in the Garage Easement to the same person who is an assignee, transferee, net lessee or mortgagee of Project Owner's interest in the Quaker Project, or (ii) an assignment, transfer, conveyance, net lease or mortgage of Project Owner's interests in the Garage Easement to an Affiliate of Project Owner, where in each such case no consent of Hotel Owner shall be required, Project Owner shall not

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have the right to assign, transfer, convey, net lease or mortgage its interests under this Agreement, whether voluntarily or by operation of law without the prior written consent of Hotel Owner, which consent shall be solely in the discretion of Hotel Owner. As employed in this paragraph 3.16(a), "net lease" shall refer to a lease of the entire Garage other than in an Operating Agreement.

(b) Except for an Operating Agreement with any of the entities listed in Exhibit H, Project Owner shall not have an Operator for all or any portion of the Garage without the prior written consent of Hotel Owner, which consent shall not be unreasonably withheld. Any such Operating Agreement relating to the Garage shall require that the Garage be operated in a manner generally consistent with a first-class public garage and the provisions of this Agreement.

(c) Project Owner shall give written notice to Hotel Owner of any proposed assignment or Operating Agreement for which Hotel Owner's consent is required hereunder at least 30 days prior to the proposed commencement date thereof, which notice shall set forth the name of the proposed assignee or Operator and a copy of the Operating Agreement. If Hotel Owner shall fail to advise Project Owner of its objections to any Operator within such 30 day period its consent shall be deemed given. Notwithstanding any permitted Operating Agreement, Project Owner shall at all times remain directly, primarily and fully responsible and liable for the payment

of the fees herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Agreement.

3.17 Subordination and Attornment.

(a) The Garage Easement is hereby made expressly prior to any ground lease of the Hotel Project now or hereafter existing and all amendments, renewals and modifications thereto and extensions thereof, and to the lien of any mortgage now or hereafter existing against the Hotel Project, and to all advances made or hereafter to be made upon the security thereof.

(b) Should any person holding a mortgage or ground lease of the Hotel Project or the Quaker Project require modifications of this Agreement, which modifications will not bring about any increased liability, risk, cost or expense to Project Owner or Hotel Owner or in any other way substantially change the rights and obligations of Project Owner or Hotel Owner hereunder, then and in such event, the parties hereto agree that this Agreement may be so modified.

(c) Project Owner shall provide in any mortgage, deed of trust, ground lease or other security document which may be placed by Project Owner upon the Garage or Garage Easement that the holder of such security shall recognize and honor the right of Hotel Owner to purchase the Garage Easement under those circumstances and upon those terms and conditions set forth in this Agreement and will, upon payment of an amount not greater than the purchase price pro-



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vided for herein to the holder of such security, release all of such mortgagee's rights, title or interest in or claims to the Garage, Garage Easement or any interests therein which it may have or claim. In the event that any such security document shall fail to contain such a provision then Hotel Owner's right to purchase the Garage Easement shall, upon the date of recording of such security document, become a right to terminate the Garage Easement in consideration for payment of an amount equal to the purchase price which would otherwise be payable upon a purchase of the Garage Easement. In such event the provisions relating to a purchase of the Garage Easement shall be deemed to apply to and cover a termination of the Garage Easement.

2.18 Right To Perform. Should either party hereto at any time fail or omit to do any act or thing provided under this Agreement to be done by it, the other party may in its sole discretion after thirty (30) days prior written notice to the defaulting party, which notice shall state the nature of such failure with specificity (or after such longer period for so long as the defaulting party has within such 30 day notice period commenced a cure and is diligently pursuing such a cure) (unless emergencies with respect thereto shall exist and require immediate action) do or cause to be done such act or thing (including the payment of any claim or lien upon the Garage made or filed by any laborer, supplier, materialmen, principal contractor, subcontractor, or other person, whether for work, labor or services performed upon or materials supplied to the Garage). All monies

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so paid shall be and constitute sums due hereunder and shall be payable 15 days after notice is given to defaulting party of the nature and amount thereof, with interest upon any such amount at the Default Rate from the date of payment by the party performing until repayment to such party by defaulting party.

3.19 New Construction. Subject to all applicable zoning restrictions and the Easement and Operating Agreement, if Hotel Owner shall determine that it does not intend to maintain the Hotel Project on the Hotel Parcel and secures all necessary governmental approvals for a different structure, after 90 days prior written notice thereof to Project Owner, Hotel Owner shall purchase the Garage Easement. Prior to the closing of such purchase Hotel Owner shall (i) provide to Project Owner plans for the improvements to be constructed on the Hotel Parcel, and (ii) copies of the building permits for such improvements. The purchase of the Garage shall occur at such time as Hotel Owner meets the foregoing criteria and pays, Project Owner a sum equal to (i) the Basic Fee, plus (ii) the product of the Basic Fee multiplied by the percentage increase in the Consumer Price Index of the month immediately preceding the month in which such purchase takes place over the Consumer Price Index for the month in which the Possession Date occurs, less (iii) accrued and unpaid Additional Fees.

ARTICLE IV

Construction of Garage

4.1 Outline Plans and Specifications. Project Owner has supplied Hotel Owner with specifications, guidelines and

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other materials as described in Exhibit I attached hereto and made a part hereof setting forth Project Owner's requirements for the construction of the Garage (the "Outline Specifications"). Hotel Owner agrees to prepare or cause to be prepared plans, drawings and specifications (the "Garage Plans") for the construction of the Garage which are consistent in all material respects with the provisions of the Outline Specifications. Not less than thirty (30) days prior to the commencement of the construction of the Garage, Hotel Owner shall provide Project Owner with copies of the Garage Plans for Project Owner and if the Garage Plans are not materially consistent with the provisions of the Outline Specifications, Hotel Owner shall, upon request of Project Owner, revise the Garage Plans to be consistent in all material respects with the provisions of the Outline Specifications. Hotel Owner agrees that any material deviation of the Garage Plans from the Outline Specifications shall be subject to Project Owner's prior written consent. The Garage Plans shall comply with the provisions of the City of Chicago, Illinois building and zoning codes and all other applicable laws, rules or regulations.

4.2 Basic Fee Calculation. (a) Subject to the limitation set forth in this paragraph 4.2(a) the amount of the Basic Fee shall be equal to the direct and proportionately allocated direct and indirect costs of Hotel Owner incurred in constructing the Garage ("Garage Costs"). Proportionately allocated direct and indirect costs shall mean and refer to the items listed and described and the allocations set forth on Exhibit J. Notwith-

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standing the foregoing, the maximum Basic Fee amount which Project Owner shall be required to pay shall not exceed 110% of the aggregate Garage Costs as estimated by Hotel Owner and delivered to Project Owner on or before August 1, 1986, based upon the contracts for contractors, trades and suppliers and other items included in Exhibit J when initially let and otherwise on the best information available to Hotel Owner (such estimate to be referred to herein as "Bid Garage Cost").

(b) In the event that the actual Garage Costs shall exceed 110% of the Bid Garage Cost and Project Owner shall not agree in writing to pay such excess within thirty (30) days of notice that such excess costs shall have occurred, then in such event Hotel Owner shall either (i) bear such excess costs, or (ii) purchase the Garage Easement for a sum equal to that amount of the Basic Fee paid by Project Owner to the date of such purchase. Hotel Owner shall deliver a written notice to Project Owner of its election hereunder within thirty (30) days of its final determination that an excess of actual Garage Costs over 110% of Bid Garage Cost shall occur, and the closing of such purchase shall occur within thirty (30) days of the delivery of such notice to Project Owner.

4.3 Obligation of Hotel Owner to Construct. Hotel Owner agrees to cause the Garage to be constructed and placed upon the Hotel Parcel substantially and materially in accordance with the Outline Specifications and Garage Plans. Hotel Owner agrees that it shall cause the Garage to be constructed and equipped in accordance with the the Garage Plans in a good and

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workmanlike manner and free from cited violations of the City of Chicago, Illinois building and zoning codes and all other applicable laws, rules and regulations. During the construction of the Garage, Hotel Owner shall provide Project Owner with written reports, not less than once each month, setting forth the percentage of completion of the Garage as of the end of the month immediately preceding the end of the month in which the statement is given. Upon substantial completion of the construction of the Garage and as a condition precedent to the Project Owner's obligation to pay the balance of the Basic Fee, Hotel Owner shall deliver to Project Owner a certification executed by Hotel Owner's architects certifying to Project Owner and its mortgagee that:

- (i) the Garage has been completed substantially and materially in accordance with the Garage Plans;
- (ii) the Garage, as so constructed, complies in all material respects with the City of Chicago, Illinois building and zoning codes and all other applicable laws, rules and regulations.

4.4 As-Built Plans and Specifications. As the construction of the Garage progresses, Hotel Owner shall, with the cooperation of the Hotel Owner's architect and contractors, cause to be maintained complete and accurate records of all material changes or deviations in the Garage Plans indicating the work as actually installed. A record set of prints, drawings, shop drawings and specifications shall be kept at the job site for the construction of the Garage for inspection by Project Owner from

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time to time. Upon completion of the Garage, Hotel Owner shall provide Project Owner with a record set of prints, drawings, shop drawings and specifications as provided above.

4.5 Guarantees. Hotel Owner shall secure from its contractors and suppliers, architects, engineers and contractors involved in the design and construction of the Garage such warranties and guarantees as are customary in the industry and consistent with those for the Hotel Project. On the Possession Date Hotel Owner shall assign and shall make available to Project Owner all warranties and guarantees to the extent that they relate to the Garage. Hotel Owner shall cooperate reasonably with Project Owner in enforcing the rights described herein as they relate to the Garage.

4.6 Changes and Garage Plans. Hotel Owner agrees that no material changes will be made in the Garage Plans except upon the prior written approval by Project Owner, which approval shall not be unreasonably withheld.

4.7 Mechanic Liens. Hotel Owner agrees that it will not suffer or permit any mechanic's liens claims to be filed or otherwise asserted against the Garage and will promptly discharge the same in the case of the filing of any claims for a lien or proceedings for the enforcement thereof; provided however, that Hotel Owner shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim for a lien so long as Hotel Owner shall provide Project Owner or its title insurer with a bond or other indemnity reasonably satisfactory to Project Owner or title insurer during the period in

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which such lien is being so contested. If Hotel Owner shall fail either to discharge or to contest such liens or claims therefor or having commenced to contest the same (and having given such indemnity or security) shall fail to prosecute such contest with diligence or upon adverse conclusion of any such contest, to cause any judgment or decree to be satisfied and the lien released then, in any such event, Project Owner may, at its election (but shall not be required to) procure the release and discharge of any such claim and any judgment or decree thereon, and further, in its sole discretion, effect any settlement or compromise of the same. Any amount so expended by Project Owner shall be repaid upon demand by Hotel Owner together with interest thereon, at the Default Rate.

## ARTICLE V

### Events of Default Remedies

5.1 Events Of Default. The following events shall be deemed to be events of default by Project Owner ("Event of Default") under this Agreement:

(a) Project Owner shall fail to pay when due the Basic Fee or any Additional Fees and such failure shall continue for a period of fifteen (15) days after notice that such payment was past due; or

(b) Project Owner shall fail to comply with any term, provision or covenant of this Agreement other than by failing to pay when due the Basic Fee or any Additional Fees and shall not cure such failure within thirty (30) days after written notice thereof to Project Owner, (forthwith if

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the default involves a hazardous condition) provided, however, that if such cure cannot be accomplished within thirty (30) days such cure period shall be extended for so long as Project Owner has promptly commenced and diligently pursues such cure; or

(c) Except as permitted hereunder, Project Owner shall abandon the Garage or any substantial portion of the Garage, or

(d) The Garage Easement of Project Owner shall be levied upon under execution or be attached by process of law or Project Owner shall fail to contest diligently the validity of any lien or claim of lien and give sufficient security to Hotel Owner to insure payment thereof or shall fail to satisfy any judgment rendered thereon and have the same released, and such default shall continue for thirty (30) days after written notice thereof to Project Owner.

5.2 Hotel Owner Remedies. Upon the occurrence of Events of Default, Hotel Owner shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Provided that an Event or Events of Default shall occur with respect to paragraphs 3.4, 3.5, 3.7(b) or 3.11 Hotel Owner shall have the right to cause Project Owner to terminate any existing Operating Agreement and cause Project Owner to enter into an Operating Agreement upon commercially reasonable terms with an Operator to manage and operate the Garage in accordance with this Agreement. Any

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Operating Agreement entered into by Project Owner shall provide that Project Owner may exercise a right of termination consistent with the requirements of this Agreement.

(b) Provided that the unpaid Additional Fees giving rise to an Event or Events of Default shall exceed \$100,000 in the aggregate or if the Events of Default shall result in claims against Hotel Owner or the Hotel Project in excess of \$100,000 in the aggregate, Hotel Owner may elect, and if such election shall be made Hotel Owner shall have, as Hotel Owner's sole and exclusive remedy the right to purchase the Garage Easement by payment to Project Owner of an amount equal to the sum of (i) the Basic Fee paid to Hotel Owner by Project Owner, plus (ii) the product of such Basic Fee multiplied by percentage increase in the Consumer Price Index for the calendar month immediately preceding the month in which such payment is made over the Consumer Price Index for the calendar month during which the Possession Date occurred, less (iii) accrued and unpaid Additional Fees.

(c) Upon any purchase of the Garage Easement, following payment to Project Owner of the applicable amount described in this Agreement, Project Owner shall surrender possession and vacate the Garage immediately, and deliver possession thereof to Hotel Owner, and Project Owner hereby grants to Hotel Owner full and free license to enter into and upon the Garage in such event with or without process of law and to repossess Hotel Owner of the Garage and to expel

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or remove Project Owner and any others who may be occupying or within the Garage and to remove any and all property therefrom, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, Project Owner hereby waiving any right to claim damage for such re-entry and expulsion.

(d) In the event Project Owner fails to pay any Additional Fees as and when such charges are due, Project Owner shall pay to Hotel Owner on demand a late charge in an amount equal to two percent (2%) of such overdue charge in any month and two percent (2%) each month thereafter until paid in full to help defray the additional cost to Hotel Owner for processing such late payments, and such late charge shall be an Additional Fee hereunder and the failure to pay such late charge within ten (10) days after demand therefore shall be an additional Event of Default hereunder. The provision for such late charges shall be in addition to all of Hotel Owner's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Hotel Owner's remedies in any manner;

(e) Except as otherwise provided herein, pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any fees due to Hotel

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Owner hereunder or of any damages accruing to Hotel Owner by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Hotel Owner or its agents shall be deemed a termination of the Garage Easement or an acceptance of the surrender of the Garage, and no agreement to purchase the Garage Easement or accept a surrender of the Garage shall be valid unless in writing signed by Hotel Owner. No waiver by Hotel Owner of any violation or breach of any of the terms, provisions and covenants contained in this Agreement shall be deemed or construed to constitute a waiver of such default, unless Hotel Owner so notifies Project Owner in writing. Forbearance by Hotel Owner to enforce one or more of the remedies provided in this Agreement upon an Event of Default shall not be deemed or construed to constitute a waiver of such default or of Hotel Owner's right to enforce any such remedies with respect to such default or any subsequent default.

(f) If, on account of any breach or default by Project Owner in Project Owner's obligations under the terms and conditions of this Agreement, it shall become necessary or appropriate for Hotel Owner to employ or consult with an attorney concerning or to enforce or defend any of Hotel Owner's rights or remedies hereunder, provided Hotel Owner shall be the prevailing party in any such matter, Project Owner agrees to pay on demand any reasonable attorney's fees and expenses so incurred.

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5.3 Hotel Owner Events of Default. The following events shall be deemed to be event of default by Hotel Owner (the "Hotel Owner Event of Default") under this Agreement:

(a) Hotel Owner shall fail to pay when or before due any sum of money becoming due to be paid to Project Owner hereunder and such failure shall continue for a period of fifteen (15) days after notice that such payment was past due; or

(b) Hotel Owner shall fail to comply with any term, provision or covenant of this Agreement other than by failing to pay when or before due any sum of money becoming due or to be paid to Project Owner hereunder and shall not cure such failure within 30 days after written notice thereof to Hotel Owner (forthwith if the Hotel Owner Event of Default involves a hazard condition); provided, however, that if such cure cannot be accomplished within 30 days such cure period shall be extended so long as Hotel Owner has promptly commenced and diligently pursued such cure.

5.4 Project Owner Remedies. Upon the occurrence of a Hotel Owner Event of Default, Project Owner shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Project Owner may deny Hotel Owner's rights under paragraph 3.5 until such time as the Hotel Owner Event of Default shall be cured with respect to a Hotel Owner Event of Default under paragraph 5.3(a) or such time as Hotel

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Owner shall have commenced to cure the Hotel Owner Event of Default under paragraph 5.3(b) above;

(b) Project Owner may withhold the payment, without any penalty, of any Additional Fees or any portion of the Basic Fee due hereunder until such time as the Hotel Owner Event of Default shall be cured with respect to a Hotel Owner Event of Default under paragraph 5.3(a) or such time as Hotel Owner shall have commenced to cure the Hotel Owner Event of Default under paragraph 5.3(b) above; or

(c) In the event Hotel Owner fails to pay any fees or amounts hereunder as and when such amount is due, Hotel Owner shall pay to Project Owner on demand a late charge in an amount equal to two (2%) percent of such charge overdue and two (2%) percent each month thereafter until paid in full to help defray the additional cost to Project Owner for processing such late payments. The provision of such late charge shall be in addition to all of Project Owner's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Project Owner's remedies in any manner;

(d) Neither the pursuit of any of the remedies herein provided or any other remedies provided by law or equity (all such remedies being cumulative) shall constitute a forfeiture or waiver of any amounts due to Project Owner hereunder or of any damages accruing to Project Owner by reason of the violation of the terms, provisions and covenants herein contained. No waiver by Project Owner of any

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violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of such default, unless Project Owner notifies Hotel Owner in writing. Forbearance by Project Owner to enforce one or more of the remedies herein provided upon a Hotel Owner Event of Default shall not be deemed or construed to constitute a waiver of such default or of Project Owner's right to enforce any such remedies with respect to such default or any subsequent default.

(e) If, on account of any breach or default by Hotel Owner in Hotel Owner's obligations under the terms of this Agreement, it shall become necessary or appropriate for Project Owner to employ or consult with an attorney concerning or to enforce or defend any of Project Owner's rights or remedies hereunder, provided Project Owner shall be the prevailing party in any such matter, Hotel Owner agrees to pay on demand any attorneys fees and expenses so incurred.

ARTICLE VI

Mortgage of Garage Easement

6.1. Hypothecation. Project Owner may, from time to time, pursuant and subject to the terms and conditions of this Agreement, hypothecate, mortgage, pledge or alienate the Garage Easement in conjunction with a financing of the Quaker Project as security for payment of any indebtedness and/or the performance of any obligation. The holder of any such lien upon the Garage Easement or any replacement thereof, is herein referred to as "Mortgagee." A Mortgagee may enforce such lien and acquire title

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to the Garage Easement in any lawful way and, pending foreclosure of such lien, the Mortgagee may take possession of and operate the Garage performing all obligations performable by Project Owner, and, upon foreclosure of such lien by power of sale, judicial foreclosure, or upon acquisition of the Garage Easement by deed in lieu of foreclosure, the Mortgagee may, without further consent of Hotel Owner, sell and assign the Garage Easement in accordance with this Agreement. The Mortgagee or any person or entity acquiring the Garage Easement shall be liable to perform the obligations imposed on Project Owner by this Agreement only during the period that such person has ownership, possession or control of the Quaker Project and the Garage Easement.

6.2 Notice to and Rights of Mortgagee. When giving notice to Project Owner with respect to any default hereunder, Hotel Owner shall also serve a copy of each such notice upon each Mortgagee who shall have given Hotel Owner a written notice specifying its name and address. In the event Project Owner shall default in the performance of any of the terms, covenants, agreements and conditions of this Agreement on Project Owner's part to be performed, any Mortgagee shall have the right (but not the obligation), within the grace period available to Project Owner for curing such default, to cure or make good such default or to cause the same to be cured or made good whether the same consists of the failure to pay fees or the failure to perform any other matter or thing, and Hotel Owner shall accept such performances on the part of any such Mortgagee as though the same had been done or performed by Project Owner. In the case of a default by

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Project Owner in the payment of money, Hotel Owner will take no action to effect a purchase of the Garage Easement by reason thereof unless such default has continued beyond forty-five (45) days after Hotel Owner shall have served a copy of such notice upon such Mortgagee, it being the intent hereof and the understanding of the parties that any such Mortgagee entitled to such notice shall be allowed up to but not in excess of forty-five (45) days after the service of such notice to cure any default of Project Owner in the payment of fees or in the making of any other monetary payment required under the terms of this Agreement. In the case of any other default by Project Owner, Hotel Owner will take no action to purchase the Garage Easement by reason thereof unless such default has continued beyond the grace period available to Project Owner for curing said default, and then only after Hotel Owner shall have given to each such Mortgagee a reasonable time after the expiration of Project Owner's grace period for curing such default within which either (i) to cure such default, if such default is susceptible of being cured by Mortgagee without Mortgagee obtaining possession of the Garage, or (ii) to obtain possession of the Garage (including possession by a receiver) and to cure such default, in the case of a default which is susceptible of being cured by the Mortgagee only when the Mortgagee has obtained possession thereof, or (iii) to institute foreclosure proceedings and to complete such foreclosure proceedings or otherwise acquire Project Owner's interest under this Agreement with reasonable and continuous diligence in the case of a default which is not susceptible of being cured by any

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such Mortgagee; provided, however, that any such Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which prompted the service of such a notice has been cured.

The time available to any Mortgagee entitled to notice to initiate foreclosure proceedings as aforesaid shall be deemed extended by the number of days of delay occasioned by judicial restriction against such initiation or occasioned by other circumstances beyond the Mortgagee's control. During the period that such Mortgagee shall be in possession of the Garage and/or during the pendency of any foreclosure proceedings instituted by any Mortgagee, the Mortgagee shall pay or cause to be paid the fees specified in Article 3 above and all other charges of whatsoever nature payable by Project Owner hereunder which have been accrued and are unpaid and which thereafter accrue from time to time during said period. Following the acquisition of Project Owner's Garage Easement by the Mortgagee, or its designee, either as a result of judicial foreclosure or acceptance of an assignment in lieu of foreclosure pursuant hereto, the Mortgagee or party acquiring title to Project Owner's Garage Easement shall, as promptly as possible, and in any event within thirty (30) days, commence the cure of all defaults hereunder to be cured and thereafter diligently process such cure to completion, except such defaults and covenants which cannot, in the exercise of reasonable diligence, be cured or performed by the Mortgagee or party acquiring title to Project Owner's Garage Easement, whereupon Hotel Owner's right to purchase the Garage Easement based

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upon the default in question shall be deemed waived. Any default not susceptible of being cured by the Mortgagee or party acquiring title to Project Owner's Garage Easement shall be waived by Hotel Owner upon completion of the foregoing proceedings or acquisition of Project Owner's interest in this Agreement by any purchaser (who may, but need not be, any Mortgagee) at the foreclosure sale, or who otherwise acquires such interest by virtue of the Mortgagee's exercise of its remedies. Any such purchaser, including, without limitation, any Mortgagee, shall be liable to perform the obligations imposed on Project Owner by this Agreement incurred or accrued only during the period such person has ownership of said Garage Easement or possession of the Garage. All notices by Hotel Owner to any Mortgagee shall be given by registered or certified mail, return receipt requested, addressed to the Mortgagee at the address last specified in writing to Hotel Owner by the Mortgagee, and any such notice shall be deemed to have been given and served 4 business days following such mailing.

6.3 New Easement. In the event that the Garage Easement is terminated for any reason, any Mortgagee holding a lien that is a first and senior lien upon the Garage Easement and the Quaker Project shall have the right, within thirty (30) days of receipt of notice of such termination, to demand a new easement covering the Garage upon the same conditions and restrictions and containing all of the same rights, terms, covenants, considerations and obligations as set forth in this Agreement. Such new easement shall be executed and delivered by the Hotel Owner to such

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Mortgagee within thirty (30) days after receipt by the Hotel Owner of written notice from the Mortgagee of such election and upon payment by such Mortgagee of all sums owing by Project Owner under the provisions of this Agreement (less the fees and other income actually collected by Hotel Owner in the meantime from any Operator) and upon performance by the Mortgagee of all other obligations of Project Owner under the provisions of this Agreement with respect to which performance is then due and which are susceptible of being cured by the Mortgagee. After such termination of the Garage Easement and prior to the expiration of the period within which any such Mortgagee may elect to obtain such new easement from Hotel Owner, Hotel Owner shall refrain from terminating any Operating Agreement. Any new easement granted any such Mortgagee shall enjoy the same priority in time and in right as this Agreement over any lien, encumbrance or other interest created by Hotel Owner before or after the date of such new easement and shall have the benefit of and vest in such Mortgagee all right, title, interest, power and privileges of Project Owner hereunder in and to the Garage. Toronto as a second Mortgagee shall for a period of 10 days after the expiration of the time established for a first Mortgagee having priority over it to secure a new easement pursuant to this paragraph 6.3 have the right to secure a new easement upon the terms and conditions set forth above.

6.4 Consent of Mortgagee. Without the prior consent of any Mortgagee, the Garage Easement created by this Agreement shall not be surrendered, cancelled, modified or amended (except with respect to termination pursuant to any eminent domain pro-

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ceedings concerning the Garage as provided hereunder), and no agreement purporting to surrender, cancel, terminate, modify or amend the Garage Easement without the consent of any Mortgagee entitled to receive notice of default under this Article VI shall be valid or effective. In order to facilitate any financing or refinancing by Project Owner which involves the hypothecation of Project Owner's rights hereunder, Hotel Owner, if requested so to do by Project Owner, agrees to join in executing any and all instruments with legal counsel for any lender which is or may become a Mortgagee and the holder of a lien that is a first lien and charge upon the Garage Easement of Project Owner may reasonably require in order consistent with this Agreement: (i) to grant to the Mortgagee or prospective mortgagee the right to act for Project Owner in enforcing any of Project Owner's rights or remedies under this Agreement; and (ii) to more fully assure the Mortgagee's right to secure the hypothecation of the Garage Easement, provided that in no event shall Hotel Owner be required to incur any personal liability for the repayment of any obligations secured by any such hypothecation of the Garage Easement.

6.5 Special Provisions.

A. Notwithstanding any other provision of this Agreement to the contrary, the parties covenant and agree that so long as either Aetna or Toronto shall be a lender or a Mortgagee in connection with either of their existing loans to Oxford or Project Owner:

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(i) Project Owner shall not be entitled to seek or make any change in the use of the Garage as provided for under paragraph 3.4(c);

(ii) Any election by Project Owner to sell the Garage Easement to Hotel Owner pursuant to paragraph 3.2 or any election by Hotel Owner to purchase the Garage Easement under paragraph 4.2 shall require the written consent of such of Aetna and Toronto as shall then be a lender or Mortgagee as aforesaid;

(iii) All sums payable to Project Owner as a result of any Purchase or termination of the Garage Easement pursuant to the terms of this Agreement shall be paid solely to Aetna (provided Aetna is a Mortgagee at the time of such payment, unless otherwise directed in writing by Aetna. If Aetna does not have the right to receive payment pursuant to the preceding sentence, all payments due as a result of such purchase or termination shall be paid to Toronto, provided Toronto is a Mortgagee;

(iv) Hotel Owner shall not have the right to purchase the Garage Easement pursuant to paragraph 3.19;

(v) Project Owner's consents with respect to paragraph 4.6 and any amendment, supplement, or addition contemplated, required or permitted hereunder shall require the written consent of such of Toronto and Aetna as shall then be a lender or Mortgagee, which consent shall not be unreasonably withheld.

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B. Notwithstanding any other provision of this Agreement to the contrary, in the event that Aetna, Toronto or any purchaser (collectively called a "Foreclosure Purchaser") shall succeed to title to the Project Parcel as a result of a foreclosure of, or deed in lieu of foreclosure resulting from a Toronto or Aetna mortgage which secures either of their existing loans to Oxford or Project Owner (or any extensions or modifications thereof), then from and after such date (1) Foreclosure Purchaser shall have those rights set forth in paragraph 3.12(d), except that the duration of such rights shall not be limited to the term of the applicable mortgage, (2) the Hotel Owner's right to purchase the Garage Easement pursuant to paragraphs 3.12(d) and 3.19 shall cease and terminate, and (3) Foreclosure Purchaser shall have the right to not less than 68 surface parking spaces, which Hotel Owner shall construct on the Hotel Parcel, until such time as Hotel Owner has commenced construction (which construction shall be diligently pursued at all times thereafter) of a building on the Hotel Parcel which shall contain at least 68 parking spaces. All of such 68 spaces shall be available to satisfy the obligations of this Agreement in favor of Foreclosure Purchaser, provided that such obligations may be reasonably and equitably changed if appropriate under all of the circumstances. Notwithstanding the foregoing, if at the time Hotel Owner shall elect to commence construction of a building on the Hotel Parcel any state, local or federal law, ordinance, rule or regulation shall prohibit the construction of a new building with at least 68 parking spaces then at such time, Foreclosure Purchaser shall

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have a right to either (i) accept a purchase by Hotel Owner of the Garage Easement for the price as set forth in paragraph 3.12(d) and the termination of the above described surface parking rights at such time, or (ii) receive parking rights comparable to those set forth in this Agreement with respect to that number of spaces which may be legally permitted in the new structure at such time.

## ARTICLE VII

### Miscellaneous

#### 7.1. Miscellaneous.

(a) In the event of any purchase of the Garage Easement by Hotel Owner, the Hotel Owner shall be entitled to utilize all or any portion of the purchase price for the Garage Easement as may be necessary to satisfy any outstanding liens or encumbrances arising by or through Project Owner existing with respect to the Garage Easement; and Project Owner shall deliver or cause to be delivered to Hotel Owner such releases, deeds, assignments and conveyance and other documents as may be reasonably necessary to transfer title to the Garage Easement, free and clear of all liens, claims and encumbrances other than the Permitted Encumbrances. If a purchase of the Garage Easement shall occur other than as a result of an Event of Default then Hotel Owner shall take title subject to any existing leases and occupancy agreements which were entered into for terms not exceeding 2 years at market rates. Any such purchase

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shall relieve Project Owner of any further obligations hereunder to provide parking or make parking available to Hotel Owner.

(b) In the event that there shall occur any delay in construction of the Garage which is caused by Project Owner or which is beyond the control of Hotel Owner, including, but not limited to labor dispute, strike, casualties, act of God or the public enemy, governmental embargo restrictions, shortages of fuel, labor or building materials, action of inaction of public utilities or of governmental bodies, the deadline date for delivery to Project Owner of the Hotel Owner's architect's certificate of substantial completion shall be extended for a period of time equivalent to the number of days of such delay. Hotel Owner shall notify Project Owner in writing of the existence and nature of any cause of delay described above within a reasonable time after Hotel Owner becomes aware thereof. Hotel Owner shall from time to time upon the reasonable written request of Project Owner, keep Project Owner reasonably advised, in writing, of any material developments concerning any such delay.

(c) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

(d) The terms, provisions and covenants and conditions contained in this Agreement shall apply to, inure to



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the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and assigns. Subject to the limitations of paragraph 3.16 with respect to Project Owner's right to assign, Project Owner and Hotel Owner shall each have the right to assign all of its rights and obligations under this Agreement and such grantee or successor, as the case may be, shall upon such assignment and assumption of the obligations hereunder, become Hotel Owner or Project Owner hereunder (as the case may be), thereby freeing and relieving the grantor or assignor, (as the case may be), of all covenants and obligations of Hotel Owner or Project Owner hereunder (as the case may be) with respect to performance hereunder from and after the date of such assignment.

(e) The captions inserted in this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

(f) The parties hereto shall at any time and from time to time within twenty (20) days after written request from the other party execute and deliver to the other party or any prospective mortgagee or prospective purchaser a sworn and acknowledged estoppel certificate, in form reasonably satisfactory to such party or its mortgagee or prospective mortgagee or purchaser certifying and stating as follows: (i) this Agreement has not been modified or amend-

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ed (or if modified or amended, setting forth such modifications or amendments); (ii) this Agreement as so modified or amended is in full force and effect (or if not in full force and effect, the reasons therefor); (iii) the party has no offsets or defenses to its performance of the terms and provisions of this Agreement, or if there are any such defenses or offsets, specifying the same; it is intended that such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser or mortgagee and their respective successors and assigns.

(g) This Agreement may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

(h) If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances, and it is also the intention of the parties to this Agreement that in lieu of each such clause, phrase, provision or portion of this Agreement that is invalid or unenforceable, there be added as a part of this Agreement a clause, phrase, provision or portion as similar in terms to

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such invalid or unenforceable clause, phrase, provision or portion as may be possible and be valid and enforceable.

(i) The holders of any mortgage affecting the Hotel Parcel or any improvements thereon or the Project Parcel or any improvements thereon shall be entitled to receive notices given in the manner provided in Section 6 of this Agreement. If the holder of any such mortgage shall succeed to an owner's interest, whether by foreclosure sale or by deed in lieu thereof, then subject to the provisions of Article VI the holder of such mortgage shall not be liable for the acts or omissions of such owner occurring prior to the date the holder of such mortgage succeeds to such owner's interest in its parcel.

7.2 Notices. Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Hotel Owner to Project Owner or with reference to the sending, mailing or delivery of any notice or the making of any payment by Project Owner to Hotel Owner shall be deemed to be complied with when and if the following steps are taken:

(a) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, 48 hours following deposit in the United States Mail, postage prepaid, Certified or Registered Mail, return receipt requested, addressed to the parties, hereto at the respective addresses set out below,

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or at such other address as they have theretofore specified  
by written notice delivered in accordance herewith:

If to Project Owner: Oxford Properties, Inc.  
Three First National Plaza  
Suite 4950  
Chicago, Illinois 60602  
Attn: Mr. Steve Bell  
Vice President of  
Development

With a Copy To: Rudnick & Wolfe  
30 North LaSalle Street  
29th Floor  
Chicago, Illinois 60602  
Attn: Ms. Sue Ann Fishbein &  
Mr. Howard E. Kane

If to Hotel Owner: The JDC-Tishman Chicago Hotel  
Company  
225 North Michigan Ave.  
Suite 300  
Chicago, Illinois 60601  
Attn: Mr. Yoshiaki Igarashi

Japan Air Lines Development  
(U.S.A.), Inc.  
The Essex House  
160 Central Park South  
New York, New York 10019  
Attn: Mr. Yasuyuki Miura,  
President

With a Copy To: Tishman Realty and Construction  
Co., Inc.  
666 Fifth Avenue  
New York, New York 10103  
Attn: Mr. Guy Lawrence

Keck, Mahin & Cate  
8300 Sears Tower  
233 South Wacker Drive  
Chicago, Illinois 60606  
Attn: Mr. Howard J. Siegel

Coudert Brothers  
200 Park Avenue  
New York, New York 10166  
Attn: Mr. C. Tanner Rose, Jr.

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Estroff, Waldman & Poretsky  
666 Fifth Avenue  
New York, New York 10103  
Attn: Mr. Steven E. Estroff

(b) If and when included within the term "Hotel Owner," as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Hotel Owner; if and when included within the term "Project Owner," as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address within the Continental United States for the receipt of notices and payments to Project Owner. All parties included within the terms "Hotel Owner" and "Project Owner," respectively, shall be bound by notices given in accordance with the provisions of this paragraph to the same effect as if each had received such notice.

7.3 Land Trustees' Exculpation. The Agreement is executed by LaSalle National Bank, not personally but as Trustee, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreements Dated June 26, 1981, September 20, 1985, and March 1, 1985, and known respectively as Trust No. 104102, Trust No. 109495 and Trust No. 110339 to all provisions of which Trust Agreements this Agreement is expressly made subject. It is expressly understood and agreed

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that nothing in either Trust Agreement or in this Agreement contained shall be construed as creating any liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of either of said Trusts, or to manage or control such property or to be responsible for the upkeep, inspection, maintenance or repair of such property or for the collection of rents or rental of property or for the conduct of any business which is carried on, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by the parties hereto, and by every person now or hereafter claiming any right or security hereunder; and that so far as said Trustee is concerned, the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estates for the payment thereof.

## ARTICLE VIII

### Carroll Avenue Parking Easement

#### 8.1 Parking Easement.

Hotel Owner hereby grants to Project Owner as an easement appurtenant to the Quaker Project, a perpetual exclusive easement for vehicular parking (the "Carroll Avenue Parking Easement") on that portion of the Hotel Parcel as shown by cross-hatching on Exhibit D-1 hereto (the "Carroll Avenue Parking Area") which, except as provided in paragraph 8.2 hereof, shall be subject to all of the terms and provisions of this Parking Agreement as if the Carroll Avenue Parking Easement were included within the

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definition of the Garage Easement and the Carroll Avenue Parking Area were included within the definition of the Garage.

## 8.2 Conditions.

All of the terms and provisions of this Parking Agreement shall be applicable to the Carroll Avenue Parking Easement and the Carroll Avenue Parking Area subject to the following exceptions, modifications and conditions:

(a) Notwithstanding paragraph 8.1, Hotel Owner shall not be required to undertake construction on the Carroll Avenue Parking Area of parking facilities, but rather Project Owner agrees to prepare, pave, bumper and stripe the Carroll Avenue Parking Area so as to provide thereon parking for the maximum number of automobiles.

(b) Notwithstanding the provisions of paragraph 3.3(a), the term "Basic Fee" shall not include any costs or expenses related to construction of parking facilities on the Carroll Avenue Parking Area.

(c) The provisions of paragraph 3.4(c) shall not apply to the Carroll Avenue Parking Area except the Carroll Avenue Parking Easement shall be included in any purchase of the Garage Easement pursuant thereto.

(d) The provisions of paragraph 3.6 shall not be applicable to the Carroll Avenue Parking Area and Hotel Owner shall be responsible for all Taxes with respect thereto.

(e) Notwithstanding the provisions of paragraph 3.7(a) Hotel Owner shall not be required to repair, replace or maintain any improvements constructed on the Carroll Avenue Parking Area

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other than as provided for in paragraph 8.3 hereof. Project Owner shall at its cost and expense promptly make all repairs and replacements to the improvements constructed on the Carroll Avenue Parking Area other than as provided for in paragraph 8.3 hereof.

(f) The provisions of paragraph 3.12 shall not apply to the Carroll Avenue Parking Area except that the Carroll Avenue Parking Basement shall be included in any purchase of the Garage Easement pursuant to paragraph 3.12(d)(ii).

(g) Notwithstanding the provisions of paragraph 3.14, Hotel Owner shall be entitled to seek and receive the entire award for the taking of all or any part of the Carroll Avenue Parking Area.

(h) The provisions of Article IV shall not apply to the Carroll Avenue Parking Area.

## 8.3 Support System.

(a) The Carroll Avenue Parking Easement is granted subject to the rights of Hotel Owner (i) to construct and place support columns, caissons, footings and other support structures (the "Support Systems") on the Carroll Avenue Parking Area for the support of the Hotel Plaza and the Access Road, as such terms are defined in the Easement and Operating Agreement, and any other structures thereon (ii) to enter upon the Carroll Avenue Parking Area to construct, repair and maintain the Support System, the Hotel Plaza, Access Road and any structures thereon, and (iii) to extend or relocate the Support System to the extent reasonably necessary to adequately support the Hotel Plaza, Access Road and any structures thereon. To the extent practic-

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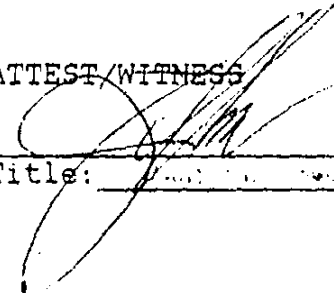
8 5 0 2 3 9 4 5

able, Hotel Owner agrees to use reasonable efforts with respect to the exercise of its rights under this paragraph 8.3 so as not to unreasonably interfere with Project Owner's use and enjoyment of the Carroll Avenue Parking Easement, provided, however, Hotel Owner shall not be required to schedule maintenance or repair work after ordinary business hours or otherwise incur unreasonable expenses as a result thereof.

(b) Hotel Owner agrees to maintain and repair the Support System as required by and subject to the terms and provisions of paragraph 3.7(a).

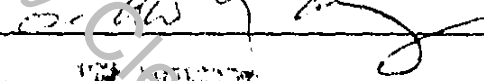
IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

ATTEST/WITNESS

  
Title: \_\_\_\_\_

HOTEL OWNER:

LA SALLE NATIONAL BANK  
as Trustee of Trust No. 110339,  
u/t/a dated September 20, 1985

BY:   
Title: \_\_\_\_\_

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THE JDC-TISHMAN CHICAGO HOTEL COMPANY, an Illinois general partnership

By: Japan Air Lines Development (U.S.A.), Inc., a general partner

By: [Signature]  
its: Secretary

By Tishman Realty Corporation of Chicago, a general partner

By: [Signature]  
Vice President

ATTEST/WITNESS

Assistant Secretary

[Signature]  
Asst. Secretary

ATTEST:

Assistant Secretary

ATTEST/WITNESS

[Signature]  
Asst. Secretary

ATTEST:

Assistant Secretary

PROJECT OWNER:

LA SALLE NATIONAL BANK as Trustee of Trust No. 109495 u/t/a dated March 1, 1985

By: [Signature]  
Title: Vice President

OXFORD PROPERTIES, INC.

By: [Signature]  
Vice President

PHASE II OWNER:

LA SALLE NATIONAL BANK as Trustee of Trust No. 104102 u/t/a dated June 26, 1981

By: [Signature]  
Title: Vice President

OXFORD PROPERTIES, INC.

By: [Signature]  
Vice President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS    )  
                          )    SS.  
COUNTY OF COOK     )

I, E. M. Cozzi, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Fumio Kanto the Secretary ~~xxx~~ of Japan Air Lines Development (U.S.A.), Inc., and Guy B. Lawrence the Vice President ~~xxx~~ of Tishman Realty Corporation of Chicago, which corporations are the general partners of The JDC-Tishman Chicago Hotel Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of January, 1986.

E. M. Cozzi  
Notary Public

My Commission Expires:  
December 28, 1987

(622/A)

Notary of Cook County Clerk's Office

86025945

# UNOFFICIAL COPY

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0 3 0 2 5 9 4 5

STATE OF ILLINOIS     )  
                                  )     SS.  
COUNTY OF COOK        )

I, Carol A. Green, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Guy B. Lawrence, as Vice President of Tishman Realty Corporation of Chicago, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth and as a general partner of The JDC-Tishman Chicago Hotel Company, an Illinois general partnership.

GIVEN under my hand and Notarial Seal this 17th day of January, 1986.

*Carol A. Green*

Notary Public

My Commission Expires:

July 19, 1989

Notary Public of Cook County Clerk's Office

86025945



# UNOFFICIAL COPY

8 5 7 2 1 9 4 5

STATE OF ILLINOIS     )  
                              )   SS.  
COUNTY OF COOK        )

I, E. M. Cozzi, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Daniel T. McCaffery, as Senior Vice President of Oxford Properties, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and said Daniel T. McCaffery did also then and there acknowledge that he, as custodian of the Corporate Seal of said corporation, did affix the Corporate Seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of January, 1986.

*E. M. Cozzi*

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

My Commission expires December 28, 1987.

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## EXHIBITS

A.-1	Project Parcel Description	Recital I
A.-2	Phase II Parcel Description	Recital I
B.	Hotel Parcel Description	Recital II
C.	Hotel Easement	Paragraph 2.1
D.	Garage Description	Paragraph 3.1
E.	Permitted Encumbrances	Paragraph 3.2
F.	Parking Schedule	Paragraph 3.5(a)
G.	Maintenance Schedule	Paragraph 3.7(b)
H.	Operators	Paragraph 3.16(b)
I.	Outline Specifications	Paragraph 4.1
J.	Allocated Costs	Paragraph 4.2(a)

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## EXHIBIT A-1

### Legal Description of Project Parcel

#### PARCEL 1:

That part of Block 2 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, at and below the horizontal plane of +50.00 feet above Chicago City Datum, bounded and described as follows:

Beginning at the point of intersection of the East line of North Clark Street (also being the West line of Lots 4 and 5 in said Block 2) and the North line of the Chicago River, as occupied; thence North along the East line of said North Clark Street a distance of 300.43 feet; thence East at right angles to the last described line a distance of 134.10 feet; thence South along a line 134.10 feet East of and parallel with the East line of said North Clark Street a distance of 305.09 feet to a point on the North line of said Chicago River, as occupied; thence West along the North line of said Chicago River, as occupied, a distance of 134.18 feet to the point of beginning. Containing 40,601 square feet or 0.932 Acres.

#### PARCEL 2:

That part of Block 2 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, at and above the horizontal plane of +50.00 feet above Chicago City Datum, bounded and described as follows:

Beginning at the point of intersection of the East line of North Clark Street (also being the West line of Lots 4 and 5 on said Block 2) and the North line of the Chicago River, as occupied; thence North along the East line of said North Clark Street, a distance of 300.43 feet; thence East at right angles to the last described line a distance of 136.10 feet; thence South along a line 136.10 feet East of and parallel with the East line of said North Clark Street a distance of 305.16 feet to a point on the North line of said Chicago River, as occupied; thence West along the North line of said Chicago River, as occupied, a distance of 136.18 feet to the point of beginning. Containing 41,211 square feet or 0.946 Acres.

PERMANENT TAX INDEX NUMBERS: 17-09-409-001, -002, -003;  
17-09-408-008 M

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## EXHIBIT A-2

### Legal Description of Phase II Parcel

That part of Block 2 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the intersection of the East line of North Clark Street (also being the West line of Lot 5 in said Block 2) and the South line of West Kinzie Street (also being the North line of Lots 5 thru 8, both inclusive, in said Block 2); thence East along the South line of said West Kinzie Street a distance of 321.47 feet to the West line of North Dearborn Street; thence South along the West line of said North Dearborn Street (also being the East line of Lot 8 in said Block 2) a distance of 178.60 feet to a point 311.60 feet North (as measured along said West line of North Dearborn Street) of the Chicago River, as occupied; thence West at right angles to the last described line a distance of 321.47 feet to a point on the East line of said North Clark Street 300.43 feet North (as measured along said East line of North Clark Street) of said Chicago River, as occupied thence North along the East line of said North Clark Street a distance of 177.86 feet to the point of beginning. Containing 57,295 square feet or 1.3153 acres.

PERMANENT TAX INDEX NUMBER: 17-09-409-001, 002, 003;  
17-09-408-008



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## EXHIBIT C

DRAWINGS DESCRIBED IN THE ATTACHED LIST OF DRAWINGS CONSTITUTE  
EXHIBIT C

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OXFORD RIVERFRONT PARK, CHICAGO - SOM 82037

11/20/85

## LIST OF DRAWINGS

DRAWING NO.	TITLE	DATE
<b>CIVIL</b>		
CX-1	Site Survey	B.P. 9C 12/10/84
CX-2	Building Location Plan	Add. #30 12/20/84
C-1	Carroll Avenue Plan	Add. #51 2/25/85
<b>ARCHITECTURAL</b>		
A-1	Site Plan	Bu. #12 11/20/85
A-2	LL4 Service Level Plan	Bu. #4 6/26/85
A-3	LL3 Parking Level Plan	Bu. #10 10/30/85
A-4	LL2 Riverfront Level Plan	Bu. #10 10/30/85
A-5	LL1 Kinzie Street Level Plan	Bu. #10 10/30/85
A-6	Carroll Avenue Elevations & Details	Bu. #5 7/31/85
A-7	Not Used	
A-8	Plaza Level Plan	Bu. #12 11/20/85
A-8A	Plaza Level Core Plan & Details	Bu. #11 11/5/85
A-8B	Plaza Level Core Elevations & Details	Bu. #12 11/20/85
A-9	Plaza Planter Details	Bu. #12 11/20/85
A-10	2nd Floor Mechanical & Mezzanine Level Plans	Bu. #2 6/4/85
A-11	Typical Floor Plan Lowrise Zone	Add. #50 2/25/85
A-11A	Special Floor Plan Midrise Zone	Bu. #6 8/22/85
A-11B	Typical Floor Plan Midrise Zone	Add. #50 2/25/85
A-11C	Special Floor Plan Highrise Zone	Bu. #6 8/22/85
A-11D	Typical Floor Plan Highrise Zone	Add. #50 2/25/85
A-12	35th Floor Mechanical & Mezzanine Level Plans	Bu. #12 11/20/85
A-13	Roof Plan	Bu. #5 7/31/85
A-14	Core Details	Bu. #6 8/22/85
A-15	Building Elevations	Bu. #2 6/4/85
A-15A	Building Elevations - 5'-0" Alternate	Add. #52 2/25/85
A-15B	Storefront Elevations & Details	Bu. #11 11/5/85
A-15C	Storefront Elevations & Details	Bu. #10 10/30/85
A-16	Building Sections	Bu. #6 8/22/85
A-16A	Lower Level Sections	Bu. #10 10/30/85
A-17	Bridgehouse Elevations & Details	Bu. #10 10/30/85
A-18	Alternate Bridgehouse Elevations & Details	Bu. #10 10/30/85
A-19	Exterior Wall Elevations & Details	Bu. #5 7/31/85
A-19A	Exterior Wall Elevations & Details - 5'-0" Alternate	Add. #7 9/4/84
A-20	Exterior Wall Elevations & Details	Bu. #2 6/4/85
A-20A	Exterior Wall Elevations & Details - 5'-0" Alternate	Add. #7 9/4/84
A-21	Stair Sections & Details	Bu. #2 6/4/85
A-21A	Stair Sections & Details	Bu. #5 7/31/85
A-22	Elevator Schedule & Details	Bu. #6 8/22/85
A-23	Elevator Cab Plans, Elevations & Details	Bu. #12 11/20/85
A-24	Elevator Sections	Add. #50 2/25/85
A-25	Escalator Schedule & Details	Add. #50 2/25/85
A-26	Partition Types & Details	Add. #52 2/25/85
A-26A	Partition Types & Details	Add. #52 2/25/85
A-27	Door Schedule	Bu. #6 8/22/85
A-28	Door Details	Bu. #2 6/4/85

List of Drawings

LD - 1

Exhibit C

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OXFORD RIVERFRONT PARK, CHICAGO - SOM 82037

11/20/85

## DRAWING NO. TITLE

DATE

### ARCHITECTURAL (Continued)

A-29	Not Used	
A-30	Lower Level Reflected Ceiling Plans & Details	Bu. #5 7/31/85
A-31	Plaza Level Reflected Ceiling Plans & Details	Bu. #11 11/5/85
A-31A	Plaza Level Reflected Ceiling Plan & Details Alt. 4	Bu. #11 11/5/85
A-32	Core & Elevator Lobby Reflected Ceiling Plans & Details	Bu. #6 8/22/85
ASK-F513	Plaza Level Elevator Landing Entrance Vault	Bu. #5 7/31/85
ASK-F514	Plaza Level Elevator Landing Entrance Vault Detail 1	Bu. #5 7/31/85
ASK-F515	Plaza Level Elevator Landing Entrance Vault Detail 2	Bu. #5 7/31/85
ASK-F516	Plaza Level Elevator Landing Entrance Vault Detail 3	Bu. #5 7/31/85
ASK-F517	Plaza Level Elevator Landing Entrance Vault Detail 4	Bu. #5 7/31/85
ASK-F523	Toilet Rooms 1	Bu. #5 7/31/85
ASK-F524	Toilet Rooms 2	Bu. #5 7/31/85
ASK-F525	Toilet Rooms 3	Bu. #5 7/31/85
ASK-F575	2 HR. Rated Shaft Wall System	Bu. #5 7/31/85

### LANDSCAPE

L-1	Landscape Plan	Bu. #12 11/20/85
L-2	Landscape Details	Bu. #12 11/20/85

### STRUCTURAL

S-1	LL4 Foundation Plan and Details	Bu. #10 10/30/85
S-2	LL3 Parking Level Framing Plan and Details	Bu. #10 10/30/85
S-3	LL2 Riverfront Level Framing Plan and Details	Bu. #12 11/20/85
S-4	LL1 Kinzie Street Level Framing Plan and Details	Bu. #12 11/20/85
S-5	Plaza Level Framing Plan and Details	Bu. #12 11/20/85
S-6	2nd Floor Mechanical Level Framing Plan, General Excavation Notes	Bu. #10 10/30/85
S-6A	2nd Floor Mezzanine Level Framing Plan	Bu. #9 10/30/85
S-7	3rd Floor Framing Plan Foundation & Caisson Notes	Bu. #5 7/31/85
S-8	4th to 14th Floor Framing Plan, Concrete Notes	Bu. #6 8/22/85
S-9	15th to 28th Floor Framing Plan, Structural Steel Notes	Add. #47 2/25/85
S-10	29th to 34th Floor Framing Plan, Structural Steel Notes	Bu. #9 10/30/85
S-11	35th Floor Mechanical Level Framing Plan	Bu. #12 11/20/85
S-11A	35th Floor Mezzanine Level Framing Plan	Bu. #12 11/20/85
S-12	Roof Framing Plan	Bu. #8 9/20/85
S-13	Lowrise & Midrise Elevator Machine & Override Plans	Bu. #12 11/20/85
S-14	Shear Wall Elevations	Bu. #6 8/22/85
S-15	Shear Wall Elevations	Add. #47 2/25/85
S-16	Shear Wall Schedules and Details	Add. #47 2/25/85
S-17	Caisson Schedule Sections and Details	Add. #47 2/25/85
S-18	Basement Wall and Details	Bu. #10 10/30/85
S-19	Concrete Sections and Details	Add. #51 2/25/85
S-20	Column Schedule and Details	Bu. #10 10/30/85
S-21	Truss Schedule and Details	Add. #47 2/25/85
S-22	Metal Deck Schedule, Notes and Details	Bu. #10 10/30/85
S-23	Steel Details	Bu. #10 10/30/85

List of Drawings

LD - 2

Exhibit C

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OXFORD RIVERFRONT PARK, CHICAGO - SOM 82037 3 5 1 2 3 9 4 5

11/20/85

DRAWING NO.	TITLE	DATE
<b>STRUCTURAL (Continued)</b>		
S-24	Subgrade Concrete Details	Bu. #6 8/22/85
<b>MECHANICAL</b>		
M-1	Abbreviations and Symbols	Bu. #6 8/22/85
M-2	LL4 Service Level Plan	Bu. #5 7/31/85
M-3	LL3 Parking Level Plan	Bu. #6 8/22/85
M-4	LL2 Riverfront Level Plan	Bu. #6 8/22/85
M-5	LL1 Kinzie Street Level Plan	Bu. #6 8/22/85
M-6	Plaza Level Plan	Bu. #5 7/31/85
M-7	2nd Floor Mechanical Level Plan & Sections	Bu. #5 7/31/85
M-8	2nd Floor Mezzanine Level Plan & Sections	Bu. #5 7/31/85
M-9	Typical Floor Plan Lowrise Zone & Sections	Bu. #5 7/31/85
M-10	Typical Floor Plan Midrise Zone	Bu. #6 8/22/85
M-11	Typical Floor Plan Highrise Zone	Bu. #6 8/22/85
M-12	35th Floor Mechanical Level Plans & Sections	Bu. #6 8/22/85
M-13	35th Floor Mezzanine Level Plan & Sections	Bu. #5 7/31/85
M-14	Riser Diagrams	Bu. #6 8/22/85
M-15	Equipment Schedules	Bu. #5 7/31/85
M-16	Equipment Schedules	Bu. #2 6/4/85
M-17	Equipment Schedules	Bu. #5 7/31/85
M-18	Temperature Control Diagrams	Add. #48 2/25/85
M-19	Temperature Control Diagrams	Add. #29 12/20/84
M-20	BMS Point List	Add. #48 2/25/85
M-21	Details	Add. #29 12/20/84
M-22	Ventilation Schedule	Bu. #5 7/31/85
M-23	Ventilation Schedule	Bu. #5 7/31/85
<b>ELECTRICAL</b>		
E-1	Abbreviations & Symbol List	Add. #29 12/20/84
E-1A	Site Plan	Add. #48 2/25/85
E-2	LL4 Service Level Plan	Bu. #5 7/31/85
E-3	LL3 Parking Level Plan	Bu. #5 7/31/85
E-4	LL2 Riverfront Level Plan	Bu. #10 10/30/85
E-5	LL1 Kinzie Street Level Plan	Bu. #6 8/22/85
E-6	Plaza Level Power Plan	Bu. #12 11/20/85
E-6A	Plaza Level Lighting Plan	Bu. #11 11/5/85
E-7	2nd Floor Mechanical Level Plan	Bu. #5 7/31/85
E-8	Typical Floor Plan Lowrise Zone & 2nd Floor Mezzanine Level Plan	Bu. #6 8/22/85
E-9	Special Floor Plan Midrise Zone	Bu. #6 8/22/85
E-10	Typical Floor Plan Midrise Zone	Bu. #6 8/22/85
E-11	Special Floor Plan Highrise Zone	Bu. #6 8/22/85
E-12	Typical Floor Plan Highrise Zone	Bu. #5 7/31/85
E-13	35th Floor Mechanical Level Plan	Bu. #5 7/31/85
E-14	Roof Plan & 35th Floor Mezzanine Level Plan	Bu. #5 7/31/85
E-15	Switchboard & Lighting Fixture Schedule	Bu. #5 7/31/85
E-15A	Plaza Level Lighting Fixture Details	Add. #53 4/8/85
E-16	Electrical Riser Diagram	Bu. #5 7/31/85
E-17	Feeder Schedules	Bu. #5 7/31/85

List of Drawings

LD - 3

Exhibit C

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OXFORD RIVERFRONT PARK, CHICAGO - SOM 82037

11/20/85

DRAWING NO.	TITLE	DATE
<b>ELECTRICAL (Continued)</b>		
E-18	Distribution and Power Panel Schedules	Bu. #5 7/31/85
E-19	Panelboard Schedules	Add. #48 2/25/85
E-19A	Panelboard Schedules	Bu. #5 7/31/85
E-20	Life Safety System Riser Diagram	Add. #48 2/25/85
E-21	Telephone and Security Riser Diagram	Bu. #2 6/4/85
E-22	Motor Control Schedule	Bu. #5 7/31/85
E-23	Motor Control Schedule	Bu. #5 7/31/85
ESK-F124	35th Floor Mechanical Level Plan	Bu. #5 7/31/85
<b>PLUMBING &amp; FIRE PROTECTION</b>		
P-1	Symbol List	Add. #51 2/25/85
P-2	LL4 Service Level Plan	Bu. #4 6/26/85
P-3	LL3 Parking Level Plan	Bu. #9 10/30/85
P-4	LL2 Riverfront Level Plan	Bu. #9 10/30/85
P-5	LL1 Kinzie Street Level Plan	Bu. #9 10/30/85
P-6	Plaza Level Plan	Bu. #5 7/31/85
P-7	2nd Floor Mechanical Level Plan	Bu. #2 6/4/85
P-8	2nd Floor Mezzanine Level Plan	Add. #48 2/25/85
P-9	Typical Floor Plan Lowrise Zone (3-13)	Add. #29 12/20/84
P-10	Typical Floor Plan Midrise Zone (14-24)	Bu. #6 8/22/85
P-11	Typical Floor Plan Highrise Zone (25-31)	Add. #48 2/25/85
P-12	35th Floor Mechanical & Mezzanine Level Plans	Add. #48 2/25/85
P-13	Riser Diagrams	Bu. #6 8/22/85
P-14	Riser Diagrams	Bu. #6 8/22/85
P-15	Equipment Schedule & Details	Add. #51 2/25/85

RPC LD

End List of Drawings

List of Drawings  
LD - 4

Exhibit C

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OXFORD RIVERFRONT PARK, CHICAGO - SOM 82037

7/31/85

## INDEX OF SPECIFICATIONS

TITLE	PAGES
LIST OF DRAWINGS (L/D) (7/31/85)	4
CONDITIONS OF THE CONTRACT (8/14/84)	
General Conditions	50
GENERAL REQUIREMENTS (1.1) (7/25/84)	6
Alternates	
Allowances	
UNIT PRICES (1.1) (11/12/84)	30
General Requirements	
HVAC Work	
Plumbing Work	
Fire Protection Work	
Electrical Work	
ALTERNATES (1.1a) (10/29/84)	6
General Requirements	
Alternate 1, Electronic Building Management System	
Alternate 2, Multiplex Fire Alarm and Management System	
Alternate 3, Proximity Card Access Control System	
ALTERNATES (1.1b) (10/29/84)	6
ALTERNATES (1.1c) (12/10/84)	6
General Requirements	
Alternate 1, Plaza Level Core Wall Finishes	
Alternate 2A, Plaza Level Lowrise, Midrise & Highrise Elevator Lobby Ceiling Finish	
Alternate 2B, Plaza Level Lowrise, Midrise & Highrise Elevator Lobby Ceiling Finish	
Alternate 3A, Plaza Level Ceiling	
Alternate 3B, Plaza Level Ceiling	
Alternate 4A, Plaza Level Elevator Lobbies Stone Entrance Arch Profile	
Alternate 4B, Plaza Level Elevator Lobbies Stone Entrance Arch Profile	
Alternate 5, Toilet Room Ceramic Tile Finishes	
ALTERNATES (1.1d) (12/10/84)	6
General Requirements	
Alternate 1A, Lower Level 2, Lower Level 1 & Plaza Level Exterior	
Alternate 1B, Lower Level 2, Lower Level 1 & Plaza Level Exterior	
Alternate 1C, Lower Level 2, Lower Level 1 & Plaza Level Exterior	
Alternate 1D, Lower Level 2, Lower Level 1 & Plaza Level Exterior	
ALTERNATES (1.1e) (12/10/84)	6
General Requirements	
Alternate 1, Plaza Level Arcade Storefront Mullion Systems & Finishes	
Alternate 2, Bridge House Finishes	



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OXFORD RIVERFRONT PARK, CHICAGO - SOM 82037 9 4 5 7/31/85

ALTERNATES (1.2) (11/12/84) General Requirements	8
UNIT PRICES (1.2a) (12/3/84) General Requirements HVAC Work Electrical Work	8
UNIT PRICES (1.3) (1/15/85) General Requirements Vertical Conveyor Work	1
FOUNDATIONS (2.4) (7/16/84) General Requirements Submittals Structural Earthwork Quality Control - Structural Earthwork Caissons Caisson Concrete Quality Control - Caissons Concrete Mat Foundation Foundation Dampproofing Bentonite Foundation Waterproofing Foundation Insulation	26
SITE IMPROVEMENTS, EARTHWORK, GRADING AND PAVING (2.5) (12/10/84) General Requirements Submittals Site Earthwork Quality Control - Site Earthwork Bituminous Paving - Illinois Quality Control - Bituminous Paving Paving Concrete Poured-In-Place Concrete Walks Poured-In-Place Concrete Curbs Quality Control - Paving Concrete Joint Fillers and Sealants - Pavement & Sidewalk	22
EXTERIOR UTILITIES (2.6) (2/25/85) General Requirements Submittals Standards for Installation of Exterior Utilities Exterior Sewer System Exterior Domestic Water Distribution System Irrigation System	16
LANDSCAPING (2.8) (12/10/84) General Requirements Submittals Lawns Exterior Landscape Planting	14

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7/31/85

<b>POURED-IN-PLACE CONCRETE (3.1) (8/27/84)</b>	<b>24</b>
General Requirements	
Submittals	
Concrete Materials	
Concrete Formwork	
Concrete Reinforcing	
Concrete Placement	
Concrete Finishes	
Quality Control - Poured-In-Place Concrete	
<b>EXTERIOR MASONRY (4.1a) (12/10/84)</b>	<b>38</b>
General Requirements	
Submittals	
Exterior Unit Masonry	
Exterior Granite	
Exterior Limestone	
Limestone Wall Panels	
Galvanized Steel Strongback Framing	
Exterior Masonry Joint Fillers and Sealants	
Quality Control - Exterior Masonry	
<b>STRUCTURAL METALS (5.1) (7/23/84)</b>	<b>18</b>
General Requirements	
Submittals	
Structural Steel	
Metal Floor Deck	
Quality Control - Steel	
Sprayed-On Fireproofing	
Quality Control - Sprayed-On Fireproofing	
Safing Insulation	
<b>STRUCTURAL METALS (5.1a) (8/14/84)</b>	<b>18</b>
General Requirements	
Submittals	
Structural Steel	
Metal Floor Deck	
Quality Control - Steel	
Sprayed-On Fireproofing	
Quality Control - Sprayed-On Fireproofing	
Safing Insulation	
<b>STEEL STAIRS (5.2a) (10/29/84)</b>	<b>8</b>
General Requirements	
Submittals	
Steel Stairs	
<b>ARCHITECTURAL METALS (5.2b) (2/25/85)</b>	<b>32</b>
General Requirements	
Submittals	
Miscellaneous Metal	
Ornamental Metal	
Miscellaneous Sheet Metal	
Metal Wall Panels - Factory Insulated	
Metal Wall Panels - Built-Up Field	
Joint Fillers and Sealants - Exterior Metal Wall Panels	

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OXFORD RIVERFRONT PARK, CHICAGO - SOM 82037

7/31/85

ARCHITECTURAL METALS (5.2c) (12/10/84)	30
General Requirements	
Submittals	
Miscellaneous Metal	
Ornamental Metal	
Miscellaneous Sheet Metal	
Metal Wall Panels - Factory Insulated	
Joint Fillers and Sealants - Exterior Metal Wall Panels	
FLUID APPLIED PROTECTED MEMBRANE WATERPROOFING (7.2a) (12/10/84)	10
General Requirements	
Submittals	
Waterproofing Flashing	
Rubberized Asphalt Membrane	
Polystyrene Insulation	
Paving Tiles	
Quality Control - Waterproofing	
FLUID APPLIED PROTECTED MEMBRANE ROOFING/WATERPROOFING (7.2b) (12/10/84)	12
General Requirements	
Submittals	
Roof Accessories	
Roofing/Waterproofing Flashing	
Rubber Asphalt Membrane	
Polystyrene Roofing/Waterproofing Insulation	
Paving	
Quality Control - Roofing/Waterproofing	
WINDOW WALL (8.3) (8/6/84)	24
General Requirements	
Submittals	
Design Conditions	
Window Wall Components	
Quality Control - Finishes	
Window Wall Erection	
Exterior Glass	
Window Wall Glazing, Sealants and Gaskets	
Quality Control - Exterior Glazing	
Window Wall Mock-Up and Testing	
STOREFRONT (8.3a) (12/10/84)	22
General Requirements	
Submittals	
Design Conditions	
Aluminum Storefront Components	
Quality Control - Aluminum Finishes	
Aluminum Storefront Erection	
Exterior Glass	
Storefront Glazing, Sealants and Gaskets	
Quality Control - Exterior Glazing	

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OXFORD RIVERFRONT PARK, CHICAGO - SOM 82037	2 9 4 5	7/31/85
<b>EXTERIOR DOORS (8.4) (12/10/84)</b>		16
General Requirements		
Submittals		
Stainless Steel Revolving Entrance Doors		
Stainless Steel Entrance Doors		
Tempered Glass Entrance Doors and Sidelights		
Steel Rolling Service Doors		
<b>INTERIOR DOORS (8.5) (12/10/84)</b>		14
General Requirements		
Submittals		
Interior Hollow Metal Doors and Frames		
Fire Rated Hollow Metal Doors and Frames		
Acoustical Hollow Metal Doors and Frames		
Floor Doors		
Access Panels		
<b>FINISH HARDWARE (8.6) (2/25/85)</b>		24
General Requirements		
Submittals		
Products		
Applications		
Hardware Set Schedule		
<b>INTERIOR WALL AND CEILING CONSTRUCTION (9.1) (12/10/84)</b>		32
General Requirements		
Submittals		
Interior Concrete Masonry Partitions		
Interior Carpentry		
Interior Gypsum Board Partitions		
Cavity Shaft Walls		
Interior Gypsum Board Ceilings		
Acoustical Ceilings - Concealed Access - Acoustic Board		
Acoustical Ceilings - Concealed Access - Metal Pan		
Quality Control - Acoustical Ceiling Systems		
Interior Glass and Glazing		
<b>INTERIOR WALL AND FLOOR FINISHES (9.2) (12/10/84)</b>		20
General Requirements		
Submittals		
Interior Travertine - Wall Facing & Flooring		
Interior Marble - Wall Facing & Flooring		
Ceramic Wall Tile - Thin-Set		
Ceramic Floor Tile - Thin-Set/Latex Membrane		
Vinyl-Composition Floor Tile		
<b>EXTERIOR CEMENT PLASTERING (9.3) (12/10/84)</b>		10
General Requirements		
Submittals		
Metal Lath and Plaster Accessories		
Portland Cement Plaster/Stucco		
Quality Control - Cement Plaster		

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8 9 0 2 5 9 4 5

OXFORD RIVERFRONT PARK, CHICAGO - SOM 82037

7/31/85

<b>FIELD PAINTING AND COATINGS (9.5a) (12/10/84)</b>	<b>16</b>
General Requirements	
Submittals	
Preparation and Application - Paints and Coatings	
Paints and Coatings	
Painting Schedule	
Elastomeric Floor Coating - Mechanical Room	
<b>FIELD PAINTING AND COATINGS (9.5b) (12/10/84)</b>	<b>12</b>
General Requirements	
Submittals	
Preparation and Application - Paints and Coatings	
Paints and Coatings	
Painting Schedule	
<b>EXTERIOR GYPSUM BOARD CONSTRUCTION (9.11) (12/10/84)</b>	<b>8</b>
General Requirements	
Submittals	
Exterior Gypsum Board Ceiling/Soffit Framing	
Gypsum Board Ceiling/Soffit Applications	
<b>TOILET ROOM EQUIPMENT (10.1) (2/25/85)</b>	<b>10</b>
General Requirements	
Submittals	
Overhead Braced Steel Toilet Partitions - Baked Enamel	
Countertops	
Toilet Accessories	
<b>BUILDING EQUIPMENT (11.1) (12/10/84)</b>	<b>8</b>
General Requirements	
Submittals	
Loading Dock Levelers	
Parking Equipment	
<b>ELEVATORS AND ESCALATORS (14.1a) (7/25/84)</b>	<b>34</b>
General Requirements	
Submittals	
Selective Collective Elevator Operation Description	
Multiple Zoned Group Automatic Operation Description	
Elevator Operation Control Features	
Traction Elevator Equipment (Elevators #1 thru #20)	
Electro-Hydraulic Elevator Equipment (Elevators #21 & #22)	
Hoistway Entrances and Signals	
Passenger and Service Elevators	
Escalators - Cleat Step, Reversible	
<b>CONVEYORS (14.5) (1/15/85)</b>	<b>10</b>
General Requirements	
Submittals	
Vertical Conveyors	
<b>HV/AC AIR HANDLING SYSTEMS (15.1) (10/22/84)</b>	<b>54</b>
General Requirements	
Submittals	
Design Criteria - HV/AC Systems	

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OXFORD RIVERFRONT PARK, CHICAGO - SOM 82037

7/31/85

Foundations, Hangers and Supports  
Vibration Isolation  
Vibration Isolation Types  
Duct and Equipment Thermal Insulation  
Ductwork Acoustic Insulation  
Apparatus Housings, Plenums and Ductwork  
Air Distribution Control Boxes  
Air Diffusers, Grilles and Registers  
Fans, Filters and Terminal HV/AC Devices  
Testing, Inspection and Cleaning - Air Handling Systems

## HV/AC HEATING AND REFRIGERATION SYSTEMS (15.2) (10/22/84)

66

General Requirements  
Submittals  
Foundations, Hangers and Supports - HV/AC Systems  
Vibration Isolation  
Vibration Isolation Types  
Piping and Equipment Thermal Insulation  
Fuel Storage & Distribution System - Oil/Gas, Underground  
Air Conditioning Refrigeration Systems  
Pipe, Fittings and Valves - Chilled & Condenser Water Systems  
Chilled & Condenser Water Chemical Feed Systems  
Hermetic Centrifugal Liquid Chillers  
Cooling Towers - Steel, Crossflow, Induced Draft  
Cooling Towers - Steel, Industrial Fluid Cooler  
Testing, Inspection and Cleaning - HV/AC Systems

## PLUMBING (15.3) (10/22/84)

62

General Requirements  
Submittals  
Foundations, Hangers and Supports  
Vibration Isolation  
Vibration Isolation Types  
Plumbing Insulation  
Pipe, Fittings, Valves & Accessories - Domestic Water  
Domestic Water Pipe Line Accessories  
Domestic Hot Water Heaters  
Domestic Water Pump Assembly - Constant Pressure Type  
Plumbing Fixtures and Accessories  
Interior Underground Waste and Drain Piping  
Subsoil Drainage System  
Interior Suspended Waste, Drain and Vent Piping  
Waste and Drain Pump Assemblies  
Drainage Fittings  
Testing, Inspection and Cleaning - Plumbing Systems

## FIRE, SPRINKLER AND STANDPIPE SYSTEMS (15.5) (10/22/84)

20

General Requirements  
Specific Requirements  
Execution

## PUMPING EQUIPMENT FOR FIRE SERVICE (15.6) (10/22/84)

12-

General Requirements  
Specific Requirements  
Execution

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OXFORD RIVERFRONT PARK, CHICAGO - SOM 82037

7/31/85

<b>ELECTRICAL POWER AND LIGHTING SYSTEMS (16.1) (10/22/84)</b>	<b>48</b>
General Requirements	
Submittals	
Electrical Systems and Utility Service Descriptions	
Exterior Underground Electrical Systems	
Foundations, Hangers and Supports - Electrical Systems	
Standby Generating System - Diesel Oil Fueled	
Secondary Electrical Service - 480/277 Volt and 208/120 Volt	
Main Switchboard - 480 Volt Fused Switch	
Step-Down Transformers - 480 Volt Dry Type	
Motor Controls	
Power & Lighting Panelboards	
Fuses	
Trench Duct System - Metal Deck Floors	
Wire, Cable & Conduit	
Pipe Tracing System - Self-Regulating Heating Cables	
Remote Control Switches and Relays	
Lighting Switches and Receptacles	
Lighting Fixtures	
Photo-Electric Lighting Control - Parking Lot	
Electric Heating System - Baseboards	
Testing and Inspection - Power and Lighting Systems	
<b>TRENCH DUCT SYSTEM - METAL DECK FLOORS (16.1a) (8/6/84)</b>	<b>10</b>
General Requirements	
<b>TRENCH DUCT SYSTEM - METAL DECK FLOORS (16.1b) (8/14/84)</b>	<b>10</b>
General Requirements	
<b>COMMUNICATION AND CONTROL SYSTEMS (16.2) (11/12/84)</b>	<b>10</b>
General Requirements	
Submittals	
Grounding System	
Lightning Protection System	
Telephone Service Systems	
Night Bell System - Loading Dock	
Aircraft Obstruction Lighting System	
<b>BUILDING MANAGEMENT SYSTEM (17.1) (10/29/84)</b>	<b>42</b>
General Requirements	
Submittals	
Functions and Operations	
Central Processing Unit (CPU)	
Color Graphic Cathode Ray Tube (CRT) Terminal	
Keyboard/Printer	
Intercom System	
Automatic Temperature Control System	
Tests and Demonstrations	
<b>BUILDING MANAGEMENT SYSTEM (17.1a) (10/29/84)</b>	<b>50</b>
General Requirements	
Submittals	
Functions and Operations	
Central Computer Console Hardware	
Automatic Temperature Control System	

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OXFORD RIVERFRONT PARK, CHICAGO - SOM 82037

9 2 9 4 5

7/31/85

## Tests and Demonstrations

FIRE ALARM AND MANAGEMENT SYSTEM - CLASS B (17.2) (12/3/84) 22

General Requirements

Submittals

Fire Alarm and Management System

Testing and Inspection

FIRE ALARM AND MANAGEMENT SYSTEM - CLASS A, MULTIPLEX (17.2a) (12/3/84) 28

General Requirements

Submittals

Fire Alarm and Management System

Testing and Inspection

SECURITY SYSTEM (18.1) (10/29/84) 26

General Requirements

Submittals

Security System

Testing and Inspection

## ADDENDUM NO.

## DATE

1	8/6/84
2	8/10/84
3	8/13/84
4	8/14/84
5	8/29/84
6	8/30/84
7	9/4/84
8	9/24/84
9	10/8/84
10	10/8/84
11	10/8/84
12	10/8/84
13	10/8/84
14	10/16/84
15	10/17/84
16	11/7/84
17	11/12/84
18	12/3/84
19	12/10/84
20	12/10/84
21	12/10/84
22	12/20/84
23	12/20/84
24	12/20/84
25	12/20/84
26	12/20/84
27	12/20/84
28	12/20/84
29	12/20/84
30	12/20/84
31	12/20/84
32	12/20/84

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OXFORD RIVERFRONT PARK, CHICAGO - SOM 82037

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7/31/85

## ADDENDUM NO.

ADDENDUM NO.	DATE
33	12/20/84
34	12/28/84
35	1/15/85
36	1/15/85
37	1/15/85
38	1/15/85
39	2/14/85
40	2/14/85
41	2/14/85
42	2/14/85
43	2/25/85
44	2/25/85
45	2/25/85
46	2/25/85
47	2/25/85
48	2/25/85
49	2/25/85
50	2/25/85
51	2/25/85
52	2/25/85
53	2/25/85
54	2/25/85
	4/8/85
	6/5/85

## BULLETIN NO.

BULLETIN NO.	DATE
1	5/29/85
2	6/4/85
3	6/14/85
4	6/26/85
5	7/31/85

## RPC IDX

## END OF INDEX

*(Bulletins continue)*

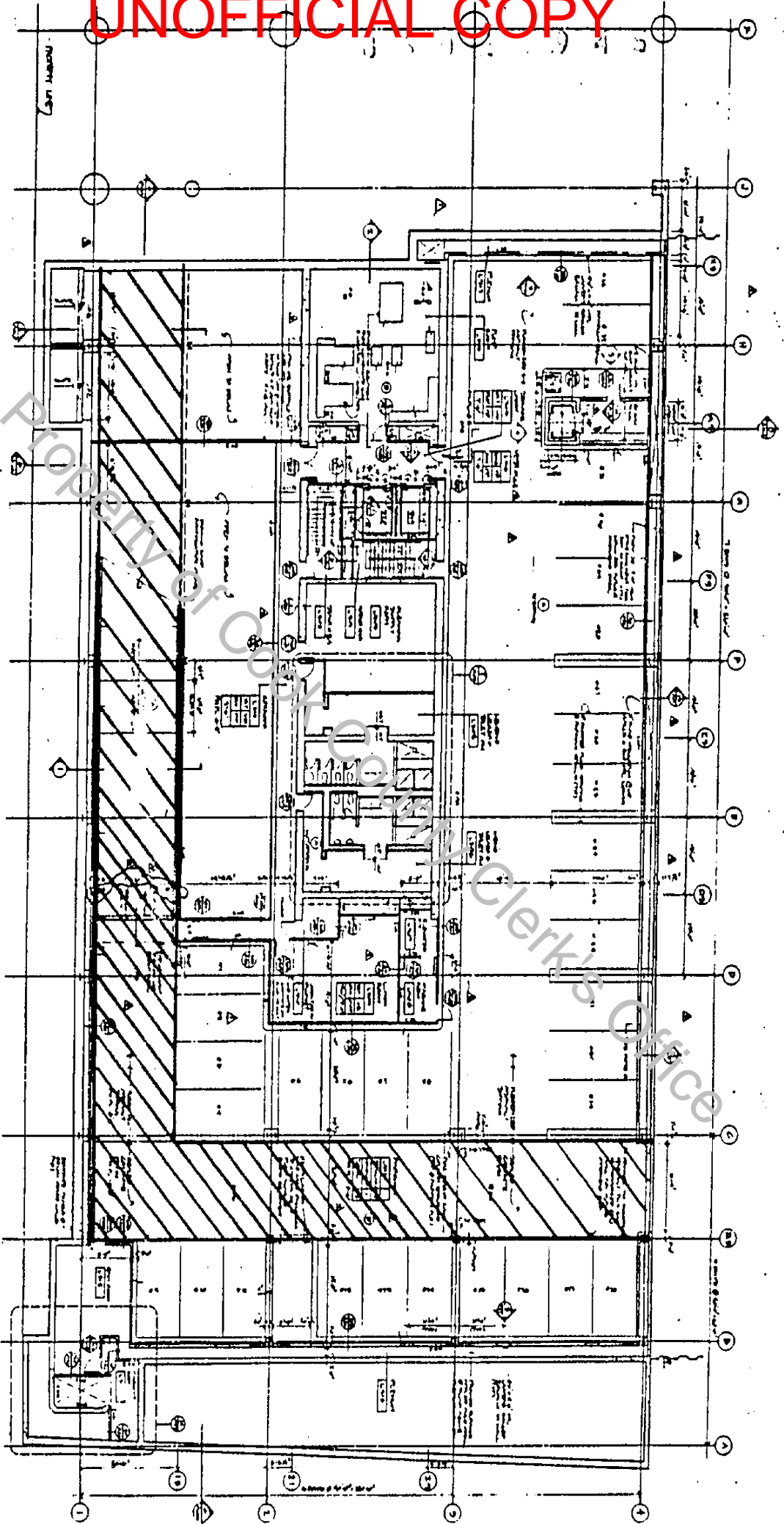
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6	8-12-85
7	8-26-85
8	9-20-85
9	10-30-85
10	10-30-85
11	11-5-85
12	11-20-85

INDEX - 10  
Exhibit C

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Exhibit C-1  
The Crosshatch Area Constitutes The Hotel Easement



860259-15

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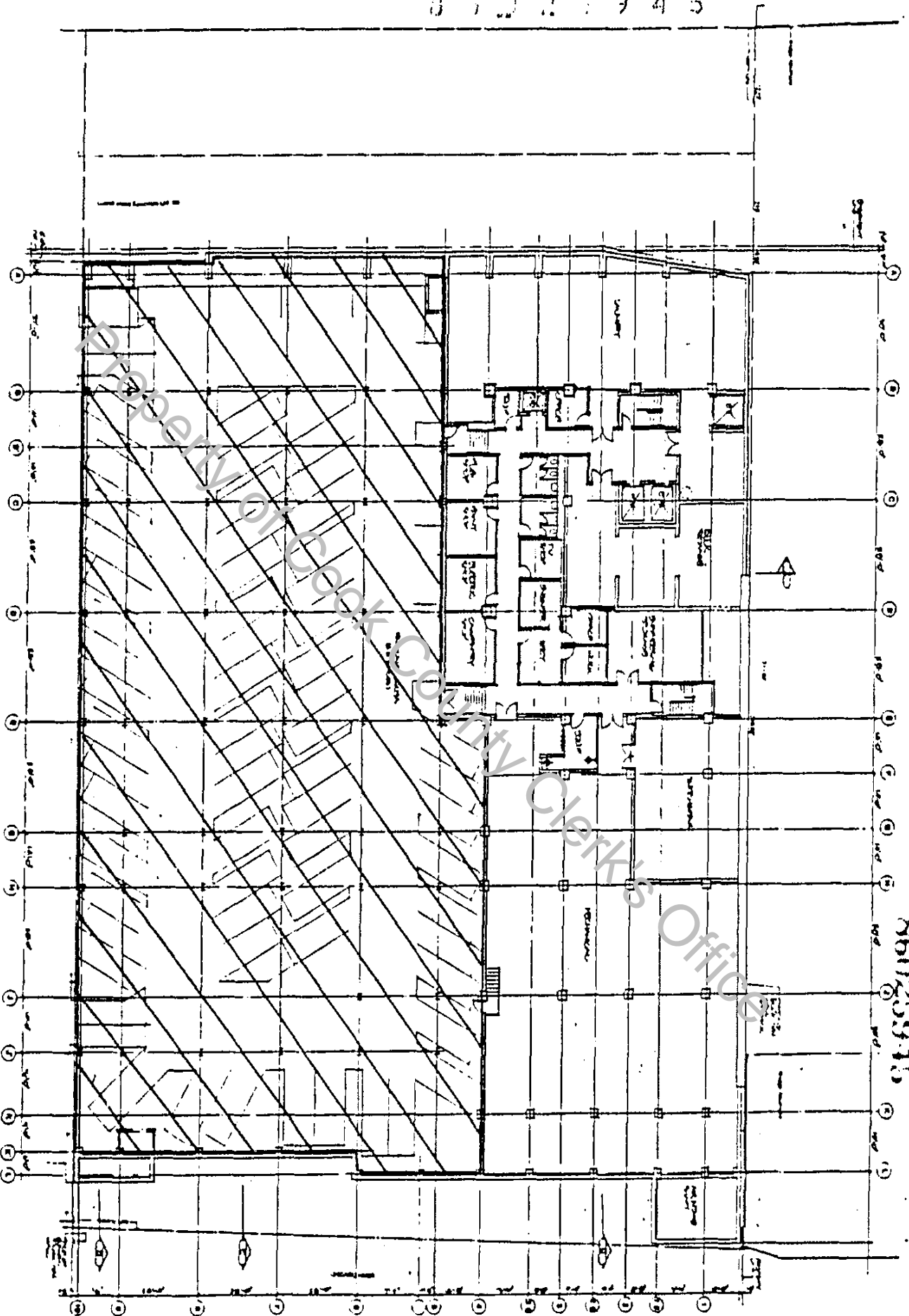


Exhibit D  
 The Crosshatch Area Constitutes The Garage

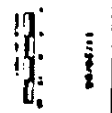
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 TAYAYAMA & ASSOCIATES ARCHITECTS



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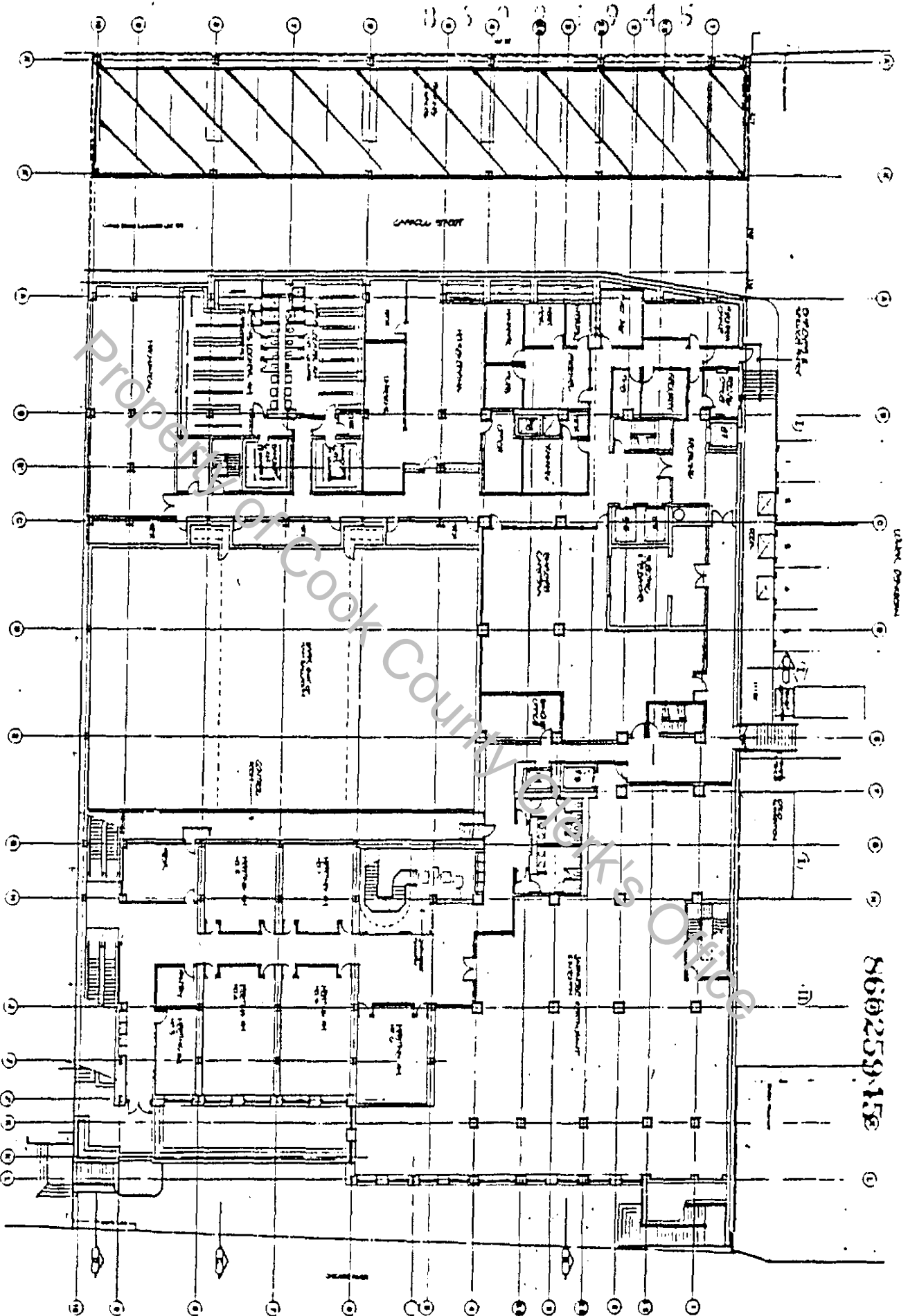


Exhibit D-1

The Crosshatch Area Constitutes The Carroll Avenue Parking Easement

LL1 JAPANESE RESTAURANT ROOMS

860259-150

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