Legislation Details (With Text)

File #:	O2013-7624		
Type:	Ordinance	**Status:**	Passed
File created:	10/16/2013	**In control:**	City Council
		Final action:	11/13/2013
Title:	Release of easement and grant agreement with Amtrak and Riverpoint, LLC to correct location of existing sewer culvert and allow for construction and installaltion of additional double barrel outfall sewer line		
Sponsors:	Emanuel, Rahm		
Indexes:	Easement		
Attachments:	1. O2013-7624.pdf		

Date	Ver.	Action By	Action	Result
11/13/2013	1	City Council	Passed	Pass
11/5/2013	1	Committee on Housing and Real Estate	Recommended to Pass	Pass
10/16/2013	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 16,2013

TO THE HONORABLE, THE CITY COUNCIL OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Water Management, I transmit herewith an ordinance authorizing a release of an easement and entry into two easement agreements with Amtrak and Riverpoint, LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE
FOR EASEMENT RELEASE AND GRANT AGREEMENT OF
SEWER LINE EASEMENT

WHEREAS, on May 27, 1915 the Chicago Union Station Company ("CUSCO") granted a sewer line easement running from Canal Street to the Chicago River ("Original Easement") to the City of Chicago ("City") to lay, construct or reconstruct, maintain and operating in perpetuity such sewer line upon and under CUSCO's property ("CUSCO Property") as legally described on the attached Exhibit A. The Original Easement was recorded June 22, 1915 as document number 5658263, Book 13360, Page 338 in the Recorder's Office of Cook County, Illinois; and

WHEREAS, River Point LLC ("River Point") is the owner of certain property located at 444 West Lake Street, Chicago, Illinois ("River Point Property") adjacent to the north and south of the CUSCO Property and a portion of the Original Easement also falls within the River Point Property as legally described on the attached Exhibit B; and

WHEREAS, the City, upon due investigation and consideration, has determined that an abandoned sewer outfall lies within the Original Easement and the City has determined that public interest now warrants the issuance of two (2) separate releases of the City's rights and restrictions in the granted Original Easement pursuant to the terms and conditions of a CUSCO Easement Release and Grant Agreement ("CUSCO Easement Release and Grant Agreement"), and a River Point Easement Release and Grant Agreement ("River Point Easement Release and Grant Agreement") (together, the "Easement Release and Grant Agreements"), both substantially in the forms attached hereto respectively as Exhibits C and D; and

WHEREAS, the City, upon due investigation and consideration, has determined that an existing sewer culvert falls outside of the Original Easement area and is located within the property lines ofthe CUSCO Property and River Point Property without a grant of easement to the City to accommodate that existing sewer culvert; and

WHEREAS, the City is seeking a separate grant of easement ("New Easement") by each CUSCO and River Point, and each of CUSCO and River Point are willing to grant a New Easement to the City over their respective properties to accommodate the correct location of the existing sewer culvert and allow for the City's construction and installation of an additional double barrel outfall sewer line within each of the proposed New Easements pursuant to the respective Easement Release and Grant Agreements both appearing as Exhibits C and D respectively; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Water Management, or a designee of the Commissioner is each hereby authorized, subject to the approval of the Corporation Counsel as to form and legality, to negotiate, execute and deliver the Easement Release and Grant Agreements in substantially in the forms attached as Exhibit C and Exhibit D, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Easement Release and Grant Agreements, with such amendments, modifications, revisions, changes, deletions and insertions as shall be approved by the persons executing the respective Easement Release and Grant Agreements.

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SECTION 3. The release of the Original Easement and the grant of the New Easements over the CUSCO Property and River Point Property are both hereby approved subject to the terms and conditions of each of the Easement Release and Grant Agreements.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any ofthe other provisions of this ordinance.

SECTION 5. This ordinance shall take effect upon its passage and approval.

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EXHIBIT A
LEGAL DESCRIPTION OF CUSCO PROPERTY

ALL THE PROPERTY AND SPACE BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 32.83 FEET, CHICAGO CITY DATUM, WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THE FOLLOWING DESCRIBED PARCEL OF LAND WITHIN SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 22, BEINGTHE INTERSECTION OF THE NORTH LINE OF WEST LAKE STREET WITH THE EAST LINE OF NORTH CANAL STREET;

THENCE NORTH 01 DEGREE, 41 MINUTES, 02 SECONDS WEST ALONG SAID EAST LINE OF NORTH CANAL STREET, A DISTANCE OF 454.12 FEET TO A POINT ON THE WEST LINE OF WATER LOT 5 IN BLOCK K AFORESAID, WHICH POINT IS THE POINT OF BEGINNING FOR THE PARCEL TO BE DESCRIBED;

THENCE SOUTH 28 DEGREES, 33 MINUTES, 53 SECONDS EAST A DISTANCE OF 147.58 FEET;

THENCE SOUTHEASTWARDLY ALONG A CURVED LINE, CONVEXED NORTHEASTERLY, TANGENT TO THE LAST DESCRIBED LINE, AND HAVING A RADIUS OF 766.36 FEET, AND ARC DISTANCE OF 76.57 FEET;

THENCE SOUTH 22 DEGREES, 50 MINTUTES, 23 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED LINE, A DISTANCE OF 39.79 FEET;

THENCE SOUTHEASTWARDLY ALONG A CURVE LINE, CONVEXED EASTERLY, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 508.67 FEET, AN ARC DISTANCE OF 187.52 FEET;

THENCE SOUTH 01 DEGREE, 43 MINUTES, 22 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED LINE, A DISTANCE OF 34.92 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 22 (BEING ALSO THE NORTH LINE OF AFOREMENTIONED WEST LAKE STREET) WHICH POINT LS 146.57 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID BLOCK AS MEASURED ALONG SAID NORTH LINE;

THENCE NORTH 89 DEGREES, 22 MINUTES, 58 SECONDS EAST ALONG SAID NORTH LINE OF WEST LAKE STREET A DISTANCE OF 149.78 FEET TO THE SOUTHEAST CORNER OF THE SOUTHERLY TRACT OF LAND CONVEYED BY ABNER STILLWELL AND OTHERS TO THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILWAY COMPANY AND OTHERS, BY DEED RECORDED APRIL 27, 1934 AS DOCUMENT NO. 11391430, AND WHICH POINT IS 296.35 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID BLOCK, AS MEASURED ALONG SAID NORTH LINE;

THENCE NORTHWESTWARDLY ALONG THE EASTERLY LINE OF SAID SOUTHERLY TRACT DESCRIBED IN AFORESAID DOCUMENT NO. 11391430, BEING HERE A CURVED LINE CONVEXED EASTERLY, HAVING A RADIUS OF 588.69 FEET AND AN ARC DISTANCE

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OF 156.28 FEET;

THENCE NORTH 28 DEGREES, 28 MINUTES 42 SECONDS WEST ALONG AN EASTERLY LINE OF THE SOUTHERLY TRACT DESCRIBED IN AFORESAID DOCUMENT NO.11391430, AND TANGENT TO THE LAST DECRIBED COURSE, A DISTANCE OF 198.71 FEET TO A POINT ON THE NORTH LINE OF LOT 1 IN BLOCK 22 (SAID NORTH LINE BEING THE SOUTHERLY LINE OF VACATED FULTON STREET), WHICH POINT IS 155.50 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID BLOCK 22 AS MEASURED ALONG SAID NORTH LINE;

THENCE CONTINUING NORTH 28 DEGREES, 28 MINUTES, 42 SECONDS WEST ALONG THE EASTERLY LINE OF THE MIDDLE TRACT DESCRIBED IN DOCUMENT NO. 11391430, A DISTANCE OF 90.38 FEET TO A POINT ON THE SOUTH LINE OF BLOCK K AFOREMENTIONED (SAID SOUTH LINE BEING THE NORTH LINE OF AFORESAID VACATED FULTON STREET) WHICH POINT IS 114.74 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID BLOCK K AS MEASURED ALONG SAID SOUTH LINE;

THENCE CONTINUING NORTH 28 DEGREES, 28 MINUTES, 42 SECONDS WEST ALONG SAID EASTERLY LINE A DISTANCE OF 87.62 FEET;

THENCE SOUTH 88 DEGREES, 18 MINUTES, 58 SECONDS WEST A DISTANCE OF 75.21 FEET TO THE EAST LINE OF NORTH CANAL STREET BEING ALSO THE WEST LINE OF BLOCK K AFORESAID;

THENCE SOUTH 01 DEGREE, 41 MINUTES, 02 SECONDS EAST ALONG SAID EAST LINE OF NORTH CANAL STREET A DISTANCE OF 23.90 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT B
LEGAL DESCRIPTION OF RIVER POINT PROPERTY

PARCEL 1

LOTS 1 AND 4 IN THE RIVERPOINT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 24, 2009 AS DOCUMENT NUMBER 0908310021;

EXCEPTING THEREFROM, THAT PART OF SAID LOTS 1 AND 4 LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 35.00' CHICAGO CITY DATUM AND LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4 IN RIVERPOINT SUBDIVISION AFORESAID, BEING ALSO THE SOUTHWEST CORNER OF LOT 2; THENCE SOUTH 89 DEGREES 22 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF LOT 4 AFORESAID, 3.30 FEET TO A LINE 3.30 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOTS 1 AND 4 AFORESAID AND THE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING 5 COURSES AND DISTANCES; NORTH 01 DEGREES 43 MINUTES 22 SECONDS WEST, 34.82 FEET; NORTHWESTERLY 182.98 FEET ALONG THE ARC OF CURVE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 505.37 FEET AND A CHORD DISTANCE OF 181.98 FEET WHICH BEARS NORTH 12 DEGREES 05 MINUTES 42 SECONDS WEST; NORTH 22 DEGREES 50 MINUTES 29 SECONDS WEST, 43.08 FEET; NORTHWESTERLY 76.22 FEET ALONG THE ARC OF CURVE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 763.06 FEET AND A CHORD DISTANCE OF 76.19 FEET WHICH BEARS NORTH 25 DEGREES 42 MINUTES 11 SECONDS WEST; NORTH 28 DEGREES 33 MINUTES 53 SECONDS WEST, 29.74 FEET; THENCE NORTH 34 DEGREES 25 MINUTES 37 SECONDS WEST ALONG A LINE, 93.03 FEET TO THE WEST LINE OF LOT 1 AFORESAID, BEING ALSO THE EAST LINE OF NORTH CANAL STREET; THENCE NORTH 01 DEGREES 41 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE OF LOT 1 AND EAST LINE OF NORTH CANAL STREET, 28.31 FEET TO THE NORTH MOST CORNER OF SAID LOT 1 AND THE POINT OF TERMINUS OF SAID LINE; IN COOK COUNTY ILLINOIS;

PARCEL 2

THAT PART OF LOT 4A IN THE RIVERPOINT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 24, 2009 AS DOCUMENT NUMBER 0908310021, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 35.00' CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

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EXHIBIT C TO ORDINANCE

This instrument prepared by and after recording

please return to:

Karen Bielarz
Senior Counsel
City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

This space reserved for Recorder's use only.

EASEMENT, RELEASE, AND GRANT AGREEMENT

RECITALS

This Easement Release and Grant Agreement (this "Agreement") is made and entered into as of **this day of , 2013 ("Effective Date") by and between CHICAGO UNION STATION COMPANY, an Illinois corporation ("Grantor") that is a wholly-owned subsidiary of National Railroad Passenger Corporation ("Amtrak"), and the CITY OF CHICAGO, an Illinois municipal corporation ("Grantee"). Grantor and Grantee are collectively referred to herein as the "Parties".**

WHEREAS, pursuant to that certain grant of easement dated May 27, 1915 and recorded June 22, 1915, Book 13360, Page 338, Document No. 5658263, Chicago Union Station Company granted to Grantee an easement for the construction of and access to a sewer line (the "Original Sewer Line") upon and under areas of the property legally described in said grant of easement the ("Original Easement"); and

WHEREAS, a City of Chicago Department of Water Management review of the Original Easement indicates that an unused sewer line and an abandoned outfall lies within the Original Easement area, which such abandoned outfall has been filled with sand; and

WHEREAS, Grantor is the owner of certain property in Chicago, Illinois, including land and air rights, legally described on Exhibit A attached hereto (the "Grantor's Property"); and

WHEREAS, Grantor's Property is used and may be used by Grantor, AMTRAK, and other railroads, including but not limited to commuter, local and regional transit entities; and

WHEREAS, certain portions of the Original Easement fall within and encumbers the Grantor's Property; and

WHEREAS, the Parties desire to cause a release of the burdens of that portion of the Original Easement falling within the Grantor's Property; and

WHEREAS, the Grantee desires to cause the correct sewer line (the "New Sewer Line")

location falling within the Grantor's Property, as depicted on a survey plat prepared by Chicago Guarantee Survey Company dated June 11, 2012 (the "Survey"), to appropriately be identified in a permanent, non-exclusive, appurtenant new easement (the "New Easement") to be granted to Grantee by Grantor for the purpose of access to and maintenance, operation, repair, renewal, and replacement of the New Sewer Line; and

WHEREAS, Grantee, for itself, its successors and assigns, is willing to release all of its right, title and interest in the Original Easement in the Original Easement Area provided that Grantor grants the New Easement for the New Sewer Line on the terms and conditions set forth in this Agreement upon the Grantor's Property (the "New Easement Area"), as legally described and depicted on the Plat of Easement, attached hereto as Exhibit B; and

WHEREAS, Grantor is willing to grant to Grantee the New Easement for the New Sewer Line on the terms and conditions set forth in this Agreement, and Grantee is willing to accept such New Sewer Line falling within the New Easement Area in the Grantor's Property as depicted on Exhibit B; and

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by this reference and shall be deemed terms and provisions hereof, the same as if fully set forth in this Section 1.

2. **Easement Release and Grant.**

A. Grantee for itself, its successors and assigns hereby releases any and all right, title, interest, or claim that it holds or may hold under the Original Easement falling within the Grantor's Property. Grantee agrees and acknowledges that the Original Easement falling within the Grantor's Property is of no further force or effect and that Grantee has no further rights or claim of title under the Original Easement that encumbers the Grantor's Property.

B. Grantor and Grantee hereby acknowledge and agree that there are remaining portions of Grantee's Original Easement that fall within property, including certain land and air rights, owned by River Point, LLC, a Delaware limited liability company ("River Point"), that are not part of this Agreement and shall be subject to a separate Easement, Release and Grant Agreement between the Grantee and River Point.

C. Grantor hereby grants to Grantee a permanent, non-exclusive, appurtenant easement for the purpose of maintenance, operation, repair, renewal, removal, and replacement of the New Sewer Line ("New Easement Purposes") within the New Easement Area (the "New Easement"). Grantee hereby accepts such grant of New Easement from Grantor subject to the terms herein.

3. Right of Access. In furtherance of this Agreement, Grantor grants to Grantee, its agents, employees, contractors, subcontractors, licensees and invitees (collectively the "Grantee Parties") the right, permission and authority to enter from time to time upon the New Easement Area as may be reasonably necessary for the New Easement Purposes of the Sewer Line and exercising the rights and performing the obligations of Grantee in accordance with the terms of

this Agreement and in compliance with all applicable laws; provided, however, except for emergencies including those involving threats to public health, safety or welfare, Grantee shall notify Grantor in writing at least three (3) business days prior to such entry upon the New Easement Area. Such notice shall detail the scope of work to be performed and the approximate duration of time to complete such work. Grantor also grants to Grantee Parties the right, permission and authority to enter in a reasonable manner upon such portions of the Grantor's Property abutting the New Easement Area approved by Grantor, which approval shall not be unreasonably withheld, as shall be reasonable and necessary for the purpose of access to the New Easement Area to exercise the rights and perform the obligations of this Agreement.

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4. Damage to the New Easement Area or Grantor's Property. Grantee shall be responsible, at its sole cost, for any damage to the New Easement Area, falling within the Grantor's Property or any improvements thereon caused by the Grantee Parties' negligent, willful and wanton and intentional acts or conduct in performing the New Easement Purposes in the New Easement Area, In the event of any such damage Grantee shall immediately notify Grantor thereof, and thereafter Grantor shall file a claim for reimbursement under the City's self-insurance program. The Parties to this Agreement shall use due care in exercising their respective rights under this Agreement.

5. Construction Repair and Maintenance. Grantee shall perform any work required or permitted hereunder in a good, workmanlike manner and as expeditiously as possible so as to minimize interference with the use and operation of Grantor's Property to the greatest extent feasible, including but not limited to the flow of pedestrian, rail and vehicular traffic.

6. Reservation by Grantor. Grantor hereby reserves the right, subject to the prior written approval of Grantee with respect to: (a) locate other utilities and facilities in the New Easement Area at (i) any below-grade improvements and (ii) any permanent above-grade building improvements, which approval shall not be unreasonably withheld or delayed and (b) use the surface area of and airspace above the New Easement Area for any other purpose whatsoever, so long as any such uses do not interfere with Grantee's New Easement Purposes and New Easement rights.

7. Covenants Run with Land. All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Grantor's Property.

8. No Lien. Grantee shall not permit any lien to stand against the New Easement Area, the Grantor's Property or any improvements thereon for any labor or material in connection with work of any character performed or claimed to have been performed on the New Easement Area or the Grantor's Property on behalf of Grantee. In the event of any such lien attaching to the New Easement Area, the Grantor's Property or any improvements thereon, Grantee shall have such lien released within a ninety (90) day cure period and failure by Grantee to do so shall constitute a breach of this Agreement.

9. Insurance. Grantee is self-insured and the City's self-insurance program shall cover any damages that Grantee or the Grantee Parties, as applicable, may cause to the Grantor's Property.

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10. Indemnification. Grantee shall, subject to available appropriations and any necessary and required legislative actions, indemnify and save harmless Grantor, and their respective officers, employees, contractors, invitees, agents and representatives (collectively, the "Indemnitees"), from and against any and all losses, damages, claims, actions, liabilities, costs and expenses including, without limitation, attorneys' fees and expenses, that the Indemnitees may suffer, incur or sustain arising out of or relating to the negligent, willful and wanton and intentional acts or conduct of Grantee Parties in performing the New Easement Purposes in or upon the New Easement Area.

11. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Grantor: National Railroad Passenger Corporation
2955 Market Street Philadelphia, PA
19104 Box 25

Attn: Assistant Vice President of Real Estate, or successor

National Railroad Passenger Corporation 60 Massachusetts Avenue, N.E. Washington, D.C. 20002 Attn: General Counsel

and

National Railroad Passenger Corporation 2955 Market Street Philadelphia, PA 19104 Attn: Chief Engineer

City of Chicago
Department of Water Management Commissioner's Office 1000 E. Ohio Street Chicago, Illinois, 60611

City of Chicago,
Department of Law
121 N. LaSalle Street, Room 600
Chicago, IL 60602
Attn: Deputy Corporation Counsel

Real Estate and Land Use Division

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

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12. Transfer by Grantor. Upon any transfer or conveyance of any of the Grantor's Property or a portion thereof, the transferor shall be released from any liability under this Agreement arising after the date of such transfer of conveyance relative to the real estate so transferred or conveyed, and the transferee shall be bound by and deemed to have assumed the rights and obligations of the Grantor arising after the date of such transfer of conveyance. The transferor shall remain liable for any liability under this Agreement arising prior to the date of such transfer of conveyance unless such liability is expressly assumed by the transferee.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year first above written.

CHICAGO UNION STATION COMPANY, an Illinois corporation	**CITY OF CHICAGO,** an Illinois municipal corporation
By:	By:
Name:	Name:
Title:	Title:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do **hereby certify that** , **of CHICAGO** UNION STATION COMPANY, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as of said , for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this day of , 2013.

Notary Public

STATE OF ILLINOIS)

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)SS
COUNTY OF COOK)

I, , a Notary Public, in and for said County, in the State aforesaid, do hereby certify that , the of the CITY OF CHICAGO, Department of Water Management, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such , respectively, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said , for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this day of , 2013.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE GRANTOR'S PROPERTY

ALL THE PROPERTY AND SPACE BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 32.83 FEET, CHICAGO CITY DATUM, WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THE FOLLOWING DESCRIBED PARCEL OF LAND WITHIN SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 22, BEINGTHE INTERSECTION OF THE NORTH LINE OF WEST LAKE STREET WITH THE EAST LINE OF NORTH CANAL STREET;

THENCE NORTH 01 DEGREE, 41 MINUTES, 02 SECONDS WEST ALONG SAID EAST LINE OF NORTH CANAL STREET, A DISTANCE OF 454.12 FEET TO A POINT ON THE WEST LINE OF WATER LOT 5 IN BLOCK K AFORESAID, WHICH POINT IS THE POINT OF BEGINNING FOR THE PARCEL TO BE DESCRIBED;

THENCE SOUTH 28 DEGREES, 33 MINUTES, 53 SECONDS EAST A DISTANCE OF 147.58 FEET;

THENCE SOUTHEASTWARDLY ALONG A CURVED LINE, CONVEXED NORTHEASTERLY, TANGENT TO THE LAST DESCRIBED LINE, AND HAVING A RADIUS OF 766.36 FEET, AND ARC DISTANCE OF 76.57 FEET;

THENCE SOUTH 22 DEGREES, 50 MINTUTES, 23 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED LINE, A DISTANCE OF 39.79 FEET;

THENCE SOUTHEASTWARDLY ALONG A CURVE LINE, CONVEXED EASTERLY, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 508.67 FEET, AN ARC DISTANCE OF 187.52 FEET;

THENCE SOUTH 01 DEGREE, 43 MINUTES, 22 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED LINE, A DISTANCE OF 34.92 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 22 (BEING ALSO THE NORTH LINE OF AFOREMENTIONED WEST LAKE STREET) WHICH POINT LS 146.57 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID BLOCK AS MEASURED ALONG SAID NORTH LINE;

THENCE NORTH 89 DEGREES, 22 MINUTES, 58 SECONDS EAST ALONG SAID NORTH LINE OF WEST LAKE STREET A DISTANCE OF 149.78 FEET TO THE SOUTHEAST CORNER OF THE

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SOUTHERLY TRACT OF LAND CONVEYED BY ABNER STILLWELL AND OTHERS TO THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILWAY COMPANY AND OTHERS, BY DEED RECORDED APRIL 27, 1934 AS DOCUMENT NO. 11391430, AND WHICH POINT IS 296.35 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID BLOCK, AS MEASURED ALONG SAID NORTH LINE;

THENCE NORTHWESTWARDLY ALONG THE EASTERLY LINE OF SAID SOUTHERLY TRACT DESCRIBED IN AFORESAID DOCUMENT NO. 11391430, BEING HERE A CURVED LINE CONVEXED EASTERLY, HAVING A RADIUS OF 588.69 FEET AND AN ARC DISTANCE

OF 156.28 FEET;

THENCE NORTH 28 DEGREES, 28 MINUTES 42 SECONDS WEST ALONG AN EASTERLY LINE OF THE SOUTHERLY TRACT DESCRIBED IN AFORESAID DOCUMENT NO.11391430, AND TANGENT TO THE LAST DECRIBED COURSE, A DISTANCE OF 198.71 FEET TO A POINT ON THE NORTH LINE OF LOT 1 IN BLOCK 22 (SAID NORTH LINE BEING THE SOUTHERLY LINE OF VACATED FULTON STREET), WHICH POINT IS 155.50 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID BLOCK 22 AS MEASURED ALONG SAID NORTH LINE,

THENCE CONTINUING NORTH 28 DEGREES, 28 MINUTES, 42 SECONDS WEST ALONG THE EASTERLY LINE OF THE MIDDLE TRACT DESCRIBED IN DOCUMENT NO. 11391430, A DISTANCE OF 90.38 FEET TO A POINT ON THE SOUTH LINE OF BLOCK K AFOREMENTIONED (SAID SOUTH LINE BEING THE NORTH LINE OF AFORESAID VACATED FULTON STREET) WHICH POINT IS 114.74 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID BLOCK K AS MEASURED ALONG SAID SOUTH LINE;

THENCE CONTINUING NORTH 28 DEGREES, 28 MINUTES, 42 SECONDS WEST ALONG SAID EASTERLY LINE A DISTANCE OF 87.62 FEET;

THENCE SOUTH 88 DEGREES, 18 MINUTES, 58 SECONDS WEST A DISTANCE OF 75.21 FEET TO THE EAST LINE OF NORTH CANAL STREET BEING ALSO THE WEST LINE OF BLOCK K AFORESAID;

THENCE SOUTH 01 DEGREE, 41 MINUTES, 02 SECONDS EAST ALONG SAID EAST LINE OF NORTH CANAL STREET A DISTANCE OF 23.90 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B

PLAT OF EASMENT OF NEW EASEMENT AREA (Attached)

-B-

AMTRAK PARCEL

THAT PART OF VACATED W. FULTON STREET LYING EAST OF N. CANAL STREET, SOUTH OF BLOCK "K" AND NORTH OF BLOCK 22. IN ORIGINAL TOWN OF CHICAGO ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 62008, TOGETHER WITH A PART OF THE CHICAGO RIVER LYING EAST OF AND ADJACENT TO VACATED W. FULTON STREET, IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 22, BEING THE INTERSECTION OF THE NORTH LINE OF WEST LAKE STREET WITH THE EAST LINE OF NORTH CANAL STREET;

THENCE NORTH 01 DEGREE 41 MINUTES 02 SECONDS WEST ALONG SAID EAST LINE OF N. CANAL STREET, A DISTANCE OF 356.59 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01 DEGREE 41 MINUTES 02 SECONDS WEST ALONG SAID EAST LINE OF N. CANAL STREET, 26.01 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 37 SECONDS EAST, 14.03 FEET;

THENCE SOUTH 74 DEGREES 43 MINUTES 06 SECONDS EAST, 17.10 FEET;

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THENCE NORTH 89 DEGREES 26 MINUTES 07 SECONDS EAST. 122.37 FEET;
THENCE SOUTH 21 DEGREES 51 MINUTES 15 SECONDS EAST, 27.90 FEET;
THENCE SOUTH 89 DEGREES 26 MINUTES 07 SECONDS WEST, 136.12 FEET;
THENCE NORTH 74 DEGREES 43 MINUTES 06 SECONDS WEST. 17 23 FEET;
THENCE NORTH 89 DEGREES 59 MINUTES 37 SECONDS WEST, 9.77 FEET TO THE EAST LINE OF NORTH CANAL STREET AND THE POINT OF BEGINNING,
(EXCEPTING THEREFROM THAT PART LYING WITHIN LOTS 1 AND 3, ALSO EXCEPTING THAT PART OF THE CHICAGO RIVER LYING EAST OF AND ADJACENT TO LOT 3, AND ALSO EXCEPTING LOT 2, HAVING A LOWER LIMIT BEING A HORIZONTAL PLANE HAVING AN ELEVATION OF 32.83 FEET ABOVE CHICAGO CITY DATUM, IN THE RIVERPOINT SUBDIVISION, ACCORDING TO THE PLAT RECORDED MARCH 24, 2009 AS DOCUMENT NUMBER 0908310021),
IN COOK COUNTY, ILLINOIS.

CONTAINING 2,288 SQUARE FEET (0.0525 ACRES), MORE OR LESS.

CHECKED
ADDRESS:

ORDERED 8Y: HINES
RIVER POINT - tUWLAKE ST.. CHICAGO. IL
CHICAGO GUARANTEE SURVEY COMPANY
PLCS. Corporation
License Ho I8L-WU22
DATE: DECEMBER 5. 201?
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STATE OF ILLINOIS) COUNTY OF COOK)SS

WE. CHICAGO GUARANTEE SURVEY COMPAQ HAVE PREPARED THIS EXHIBIT FOR THE HEREON. DIMENSIONS ARE SHOWN IN
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FIELD MEASUREMENTS COMPLETED A^hl.

GRAPHIC SCALE

IN

- to o m z to

SOUTHWEST CORNER
BLOCK 22

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ADDRESS:
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RIVER POINT - IM W LAKE ST.. CHICAGO. IL
CHICAGO GUARANTEE SURVEY COMPANY

PLCS. Corporation
License No IU.-00U2!
PDOftSSJONtL LANOSWVtrOK
DATE. DECEMBER 5. 20IZ

1.505 North Elston Avenue. Chicago, IL 60630 Telephone (312) 986-9U5 Fa* (312) 986-9679 Email. INF09PLCS-SURVET COM

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ORDER NO
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NOTES

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

NO dimensions shall be assumed by scale measurement upon this plat

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum tf used is ASSUMED.

COPYRIGHT CHICAGO GUARANTEE SURVEY COMPANY 2012 "All Rights Reserved"

EXHIBIT D TO ORDINANCE

This instrument prepared by and after recording please return to:

Jesse Dodson, Esq. DLA Piper US LLP
203 North LaSalle Street Suite 1900
Chicago, Illinois 60601

This space reserved for Recorder's use only.

EASEMENT RELEASE AND GRANT AGREEMENT

This Easement Release and Grant Agreement (this "Agreement") is made and entered into as of this day of 2013 by and between RIVER POINT LLC, a **Delaware limited liability company, and ("Grantor "), and THE CITY OF CHICAGO, an Illinois municipal corporation ("Grantee"). Grantor and Grantee are collectively referred to herein as the "Parties"**

RECITALS

WHEREAS, pursuant to that certain grant of easement dated May 27, 1915 and recorded June 22, 1915, Book 13360, Page 338, Document No. 5658263, Chicago Union Station Company granted to Grantee an easement for the construction of and access to a sewer line (the "Original Sewer Line") upon and under areas of the property legally described in said grant of easement and depicted on a Survey by Chicago Guarantee Survey Company dated June 11, 2012, Order No. 2012-16299-001 (the "Survey"; the aforementioned grant of easement is hereinafter referred to as the original "Original Easement"); and

WHEREAS, a City of Chicago Department of Water Management review of the Original Easement indicates that an unused sewer line and an abandoned outfall lies within the Original Easement area; and

WHEREAS, Grantor is the owner of certain property located at 444 West Lake Street, in Chicago, Illinois, including land and air rights, legally described on Exhibit A attached hereto (the "River Point Property"), and

WHEREAS, certain portions of the Original Easement fall within and encumbers the River Point Property; and

WHEREAS, the Parties desire to cause a release of the burdens of that portion of the Original Easement falling within the River Point Property;

WHEREAS, the Grantee desires to cause the correct sewer line ("New Sewer Line") location falling within the River Point Property to appropriately be identified in a New Easement to

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be granted to Grantee by Grantor; and

WHEREAS, Grantee is willing to release all of its right, title and interest in the Original Easement provided that Grantor grants the New Easement for the New Sewer Line on the terms and conditions set forth in this Agreement upon the River Point Property (the "New Easement Area"), as legally described and depicted on the Plat of Easement, attached hereto as Exhibit B; and

WHEREAS, Grantor is willing to grant to Grantee the New Easement for the New Sewer Line on the terms and conditions set forth in this Agreement, and Grantee is willing to accept such New Sewer Line falling within the New Easement Area in the River Point Property as depicted on Exhibit B.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by this reference and shall be deemed terms and provisions hereof, the same as if fully set forth in this Section 1.

2. **Easement Release and Grant.**

A. Grantee for itself, its successors and assigns hereby Releases any and all right, title, interest, or claim that it holds or may hold under the Original Easement falling within the River Point Property. Grantee agrees and acknowledges that the Original Easement falling within the River Point Property is of no further force or effect and that Grantee has no further rights or claim of title under the Original Easement that encumbers the River Point Property.

B. Grantor and Grantee hereby acknowledge and agree that there are remaining portions of Grantee's Original Easement that fall within property, including certain land and air rights, owned by the Chicago Union Station Company ("CUSCO"), that are not part of this Agreement and shall be subject to a separate Easement, Release and Grant Agreement between the Grantee and CUSCO.

C. Grantor hereby grants to Grantee a permanent, non-exclusive, appurtenant easement for the purpose of maintenance, operation, repair, renewal, removal, and replacement of the New Sewer Line ("New Easement Purposes") within the New Easement Area (the "New Easement"). Grantee hereby accepts such grant of New Easement from Grantor subject to the terms herein.

D. Grantor and Grantee further acknowledge that they are parties to that certain Development, Easement and Maintenance Agreement dated February 20, 2013 (the "DEMA") pursuant to

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which Grantor granted to Grantee a perpetual easement in and over a portion of the River Point Property for public open space and public park purposes (the "Park Easement"). The New Easement granted herein is, with respect to the portions located within the area of the Park Easement, in supplement and addition to the Park Easement which is being made to the extent of Grantor's remaining interest in such areas of the Park Easement. Notwithstanding the foregoing, the grant of the New Easement shall not be subject to the terms and conditions of the DEMA and the Park Easement.

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3. Right of Access. In furtherance of this Agreement, Grantor grants to Grantee, its agents, employees, contractors, subcontractors, licensees and invitees (collectively the "Grantee Parties") the right, permission and authority to enter from time to time upon the New Easement Area as may be reasonably necessary for the New Easement Purposes of the Sewer Line and exercising the rights and performing the obligations of Grantee in accordance with the terms of this Agreement and in compliance with all applicable laws; provided, however, except for emergencies including those involving threats to public health, safety or welfare, Grantee shall notify Grantor in writing at least three business days prior to such entry upon the New Easement Area. Such notice shall detail the scope of work to be performed and the approximate duration of time to complete such work. Grantor also grants to Grantee Parties the right, permission and authority to enter in a reasonable manner upon such portions of the River Point Property abutting the New Easement Area approved by Grantor, which approval shall not be unreasonably withheld, as shall be reasonable and necessary for the purpose of access to the New Easement Area to exercise the rights and perform the obligations of this Agreement.

4. Damage to the New Easement Area or Grantor's Property. Grantee shall be responsible, at its sole cost, for any damage to the New Easement Area, falling within the River Point Property or any improvements thereon caused by the Grantee Parties' negligent, willful and wanton and intentional acts or conduct in performing the New Easement Purposes in the New Easement Area, excluding damage to landscaping and other improvements at the surface of the New Easement Area, River Point Property, or any improvements thereon. In the event of any such damage Grantee shall immediately notify Grantor thereof, and thereafter Grantor shall file a claim for reimbursement under the City's self-insurance program. The Parties to this Agreement shall use due care in exercising their respective rights under this Agreement.

5. Construction Repair and Maintenance. Grantee shall perform any work required or permitted hereunder in a good, workmanlike manner and as expeditiously as possible so as to minimize interference with the use and operation of River Point Property to the greatest extent feasible, including but not limited to the flow of pedestrian, rail and vehicular traffic.

6. Reservation by Grantor. Grantor hereby reserves the right, subject to the prior written approval of Grantee with respect to: (a) locate other utilities and facilities in the New Easement Area at (i) any below-grade improvements and (ii) any permanent above-grade building improvements, which approval shall not be unreasonably withheld or delayed, provided further that Grantee has heretofore approved as Waterway Residential-Business Planned Development Number 1115, as modified by that certain Administrative Relief request granted October 3, 2012 (subject to the issuance of building permits and all other required permits and approvals) the construction of a concrete platform deck, office building and related improvements in the airspace above the New Easement Area substantially in the manner depicted in the plans prepared by Pickard Chilton Architects Inc. and last revised September 19, 2012; and (b) use the surface area of and airspace above the New Easement Area for any other purpose whatsoever, so long as any such uses do not interfere with Grantee's New Easement Purposes and New Easement rights.

7. Covenants Run with Land. All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the River Point Property.

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8. No Lien. Grantee shall not permit any lien to stand against the New Easement Area, the River Point Property or any improvements thereon for any labor or material in connection with work of any character performed or claimed to have been performed on the New Easement Area or the River Point Property on behalf of Grantee. In the event of any such lien attaching to the New Easement Area, the River Point Property or any improvements thereon, Grantee shall have such lien released within a ninety (90) day cure period and failure by Grantee to do so shall constitute a breach of this Agreement.

9. Insurance. Grantee is self-insured and the City's self-insurance program shall cover any damages that Grantee or the Grantee Parties, as applicable, may cause to the River Point Property.

10. Indemnification. Grantee shall, subject to available appropriations and any necessary and required legislative actions, indemnify and save harmless Grantor, and their respective officers, employees, contractors, invitees, agents and representatives (collectively, the "Indemnitees"), from and against any and all losses, damages, claims, actions, liabilities, costs and expenses including, without limitation, attorneys' fees and expenses, that the Indemnitees may suffer, incur or sustain arising out of or relating to the negligent, willful and wanton and intentional acts or conduct of Grantee Parties in performing the New Easement Purposes in or upon the New Easement Area.

11. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Grantor:

River Point LLC
c/o Hines Interests, L.P.
Attn: Greg van Schaack and C. Kevin Shannahan 1 South Dearborn Street, Suite 2000 Chicago, Illinois 60603

and

c/o Hines Interest Limited Partnership Attn: C. Hasty
Johnson Williams Tower
2800 Post Oak Boulevard, Suite 4800 Houston,
Texas 77056

and

Ivanhoe Cambridge
Attn: Arthur Lloyd, Executive Vice President,
Investments, Western North America 525, 8th Avenue S.W., Suite 4200 Calgary, Alberta, Canada T2P 1G1

and

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Ivanhoe Cambridge
Attn: Pierre-Frangois Chapleau, Vice President,
Office Development, North America 1001 Square

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Victoria, Bureau C - 500 Montreal, Quebec, Canada
H2Z 2B5

With a copy to:
If to Grantee:

DLA Piper US, LLP 203 North
LaSalle Street Suite 1900 Chicago, IL
60601 Attention: Jesse Dodson

City of Chicago

Department of Water Management
Commissioner's Office 1000 E. Ohio Street
Chicago, Illinois, 60611

With a copy to:

City of Chicago, Department of Law 121 N.
LaSalle Street, Room 600 Chicago, IL 60602
Attn: Deputy Corporation Counsel
Real Estate and Land Use Division

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

12. Transfer by Grantor. Upon any transfer or conveyance of any of the Grantor's River Point Property or a portion thereof, the transferor shall be released from any liability under this Agreement arising after the date of such transfer of conveyance relative to the real estate so transferred or conveyed, and the transferee shall be bound by and deemed to have assumed the rights and obligations of the Grantor arising after the date of such transfer of conveyance. The transferor shall remain liable for any liability under this Agreement arising prior to the date of such transfer of conveyance unless such liability is expressly assumed by the transferee.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year first above written.

RIVER POINT LLC,
a Delaware limited liability company

By:
Name: Title:
CITY OF CHICAGO,
an Illinois municipal corporation

By:

Name:

Title:

By:
Name: Title:

By:
Name: Title:

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STATE OF ILLINOIS)
) SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that of RIVER POINT LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as of said , for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this day of , 2013.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that of RIVER POINT LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as of said , for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this day of , 2013.

Notary Public

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that , of RIVER POINT LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as of said , for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this day of , 2013.

Notary Public

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STATE OF ILLINOIS)
) SS

COUNTY OF COOK)

I, , a Notary Public, in and for said County, in the State aforesaid, do hereby certify that , the of the CITY OF CHICAGO, Department of , personally known to me to be the same person whose name is subscribed to the foregoing instrument as such , respectively, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said , for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this day of , 2013.

Notary Public

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EXHIBIT A

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LEGAL DESCRIPTION OF THE RIVER POINT PROPERTY

PARCEL 1

LOTS 1 AND 4 IN THE RIVERPOINT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 24, 2009 AS DOCUMENT NUMBER 0908310021;

EXCEPTING THEREFROM, THAT PART OF SAID LOTS 1 AND 4 LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 35.00' CHICAGO CITY DATUM AND LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4 IN RIVERPOINT SUBDIVISION AFORESAID, BEING ALSO THE SOUTHWEST CORNER OF LOT 2; THENCE SOUTH 89 DEGREES 22 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF LOT 4 AFORESAID, 3.30 FEET TO A LINE 3.30 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOTS 1 AND 4 AFORESAID AND THE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING 5 COURSES AND DISTANCES; NORTH 01 DEGREES 43 MINUTES 22 SECONDS WEST, 34.82 FEET; NORTHWESTERLY 182.98 FEET ALONG THE ARC OF CURVE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 505.37 FEET AND A CHORD DISTANCE OF 181.98 FEET WHICH BEARS NORTH 12 DEGREES 05 MINUTES 42 SECONDS WEST; NORTH 22 DEGREES 50 MINUTES 29 SECONDS WEST, 43.08 FEET; NORTHWESTERLY 76.22 FEET ALONG THE ARC OF CURVE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 763.06 FEET AND A CHORD DISTANCE OF 76.19 FEET WHICH BEARS NORTH 25 DEGREES 42 MINUTES 11 SECONDS WEST, NORTH 28 DEGREES 33 MINUTES 53 SECONDS WEST, 29.74 FEET; THENCE NORTH 34 DEGREES 25 MINUTES 37 SECONDS WEST ALONG A LINE, 93.03 FEET TO THE WEST LINE OF LOT 1 AFORESAID, BEING ALSO THE EAST LINE OF NORTH CANAL STREET; THENCE NORTH 01 DEGREES 41 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE OF LOT 1 AND EAST LINE OF NORTH CANAL STREET, 28.31 FEET TO THE NORTH MOST CORNER OF SAID LOT 1 AND THE POINT OF TERMINUS OF SAID LINE, IN COOK COUNTY ILLINOIS;

PARCEL 2

THAT PART OF LOT 4A IN THE RIVERPOINT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 24, 2009 AS DOCUMENT NUMBER 0908310021, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 35.00' CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

PLAT OF EASMENT OF NEW EASEMENT AREA (Attached)

-B-

RIVER POINT PARCEL:

THAT PART OF LOTS 1 AND 3, TOGETHER WITH A PART OF THE CHICAGO RIVER LYING EAST OF AND ADJACENT TO LOT 3 IN THE

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RIVERPOINT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 24, 2009 AS DOCUMENT NUMBER 0308310021, LYING. WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PART OF VACATED W. FULTON STREET LYING EAST OF N. CANAL STREET, SOUTH OF BLOCK "K" AND NORTH OF BLOCK 22, IN ORIGINAL TOWN OF CHICAGO ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 62008, TOGETHER WITH A PART OF THE CHICAGO RIVER LYING EAST OF AND ADJACENT TO VACATED W. FULTON STREET, IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 22, BEING THE INTERSECTION OF THE NORTH LINE OF WEST LAKE STREET WITH THE EAST LINE OF NORTH CANAL STREET;

THENCE NORTH 01 DEGREE 41 MINUTES 02 SECONDS WEST ALONG SAID EAST LINE OF N. CANAL STREET, A DISTANCE OF 356.59 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01 DEGREE 41 MINUTES 02 SECONDS WEST ALONG SAID EAST LiNE OF N. CANAL STREET. 26.01 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 37 SECONDS EAST, 14.03 FEET;

THENCE SOUTH 74 DEGREES 43 MINUTES 06 SECONDS EAST, 17.10 FEET;

THENCE NORTH 89 DEGREES 26 MINUTES 07 SECONDS EAST, 122.37 FEET;

THENCE SOUTH 21 DEGREES 51 MINUTES 15 SECONDS EAST, 27.90 FEET;

THENCE SOUTH 89 DEGREES 26 MINUTES 07 SECONDS WEST, 136.12 FEET;

THENCE NORTH 74 DEGREES 43 MINUTES 06 SECONDS WEST, 17.23 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 37 SECONDS WEST, 9.77 FEET TO THE EAST LINE OF NORTH CANAL STREET AND THE POINT OF BEGINNING, IN COOK COUNTY. ILLINOIS.

CONTAINING 1,828 SQUARE FEET (0.04197 ACRES), MORE OR LESS.

CHECKED:

DRAWN BS

ADDRESS.

ORCERED BY HINES
RIVER POINT - UU. W LAKE ST.. CHICAGO, IL

CHICAGO GUARANTEE SURVEY COMPANY

PLCS, CORPORATION
License no. ik-O0S3?2

Uin North Eistoh avenue, Chiuco. IL 60630 Telephone- (3I2) 936-9U5 Fax (3I2) 986-9679 Email INFOePLCS-SunvEr.coti

ORDER NO

2012-17233-001

DATE DECEMBER 5. 2012

PAGE NO
1 OF 2

SCALE: 1 Inch = 30 Feet

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STATE OF ILLINOIS) COUNTY OF COOK)SS

WE. CHICAGO GUARANTEE SURVEY COI HAVE PREPARED THIS EXHIBIT FOR HEREON. DIMENSIONS ARE SHOWN

PROFESSIONAL ILLINOIS LAND SURVEYOR I My license expires November 30. 2014

SOUTHWEST CORNER
ij/^BLOCK 22

W.
ST.

powered by Legistar™

CHECKED.
LAKE
ADORESS
ORDERED BY MIES
RIVER POINT - tU W. LAKE ST . CHICAGO. IL
CHICAGO GUARANTEE SURVEY COMPANY
PLCS, Corporation
LICENSE NO UL-005322 Paorrssioai luk Sum/trots
1.505 North Elston Avenue. Chicago. IL 60630
DATE DECEMBER 5. 2012
Telephone (312) 986-941.5 Fa»: (312) 936-9679 Email: INFOSPLCS-Survet com
SCALE-I Inch =

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30 Feet

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NOTES

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done

NO dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted hereon the Beanng Basis. Elevation Datum and Coordinate Datum if used is ASSUMED

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