



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
Room 107  
Chicago, IL 60602  
www.chicityclerk.com

## Legislation Text

File #: SO2016-689, Version: 1

### **SUBSTITUTE VACATION AND DEDICATION ORDINANCE**

WHEREAS, the City of Chicago ("City") is a home rule unit of local government pursuant to Article VII, Section 6 (a) of the 1970 constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the properties at 381-383 E. Wacker Drive are owned by Lakeshore East, LLC, an Illinois limited liability company (the "Developer"); and

WHEREAS, the Developer proposes to use those portions of North Field Boulevard to be vacated herein for a multi-use development that will include a building which will be approximately 1,200 feet tall and will provide approximately 410 residential dwelling units, approximately 210 hotel rooms, and parking; and

WHEREAS, the Developer shall dedicate land to the public and open up such land for public use as a public street; and

WHEREAS, the City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of those parts of public street described in the following ordinance; now therefore,

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

#### SECTION 1.

#### DEDICATION FOR PUBLIC STREET:

In accordance with the terms and conditions of this Ordinance, Developer shall dedicate or cause to be dedicated to the public and open up for public use as public street the following described property:

#### **DEDICATION PARCEL 1**

THAT PART OF LOT 5 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF LOT 5 LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LOT 5 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178;

THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 110.41 FEET TO AN ANGLE POINT IN SAID EAST LINE, SAID ANGLE POINT BEING ALSO AN ANGLE POINT IN THAT PART OF SAID LOT 5, LYING EAST OF SAID EAST LINE OF N. FIELD BOULEVARD; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, ALONG SAID EASTERLY LINE OF N. FIELD BOULEVARD AS ESTABLISHED BY SAID LAKESHORE EAST SUBDIVISION, A DISTANCE OF 6.02 FEET TO AN INTERSECTION WITH A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. FIELD BOULEVARD AS HERETOFORE DESCRIBED; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 103.50 FEET; THENCE NORTH 31 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 7.67 FEET TO AN INTERSECTION WITH SAID SOUTHERLY LINE OF E. WACKER DRIVE; THENCE NORTH 85 DEGREES 04 MINUTES 41 SECONDS WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 676 SQUARE FEET, 0.015 ACRES, MORE OR LESS.

#### **DEDICATION PARCEL 2**

THAT PART OF LOT 5 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PARCEL OF LAND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LOT 5 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 15.05 FEET; THENCE NORTH 34 DEGREES 53 MINUTES 29 SECONDS WEST, A DISTANCE OF 19.53 FEET TO AN INTERSECTION WITH SAID SOUTHERLY LINE OF E. WACKER DRIVE; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 11.24 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 84 SQUARE FEET, 0.002 ACRES, MORE OR LESS.

TOTAL AREA BEING DEDICATED FOR PUBLIC RIGHT OF WAY CONTAINING 760 SQUARE FEET, 0.017 ACRES, MORE OR LESS.

as shaded and indicated by the words "HEREBY DEDICATED FOR PUBLIC RIGHT OF WAY" on the plat hereto attached as Exhibit A, which plat for greater clarity, is hereby made a part of this ordinance. The plat or other instrument of dedication shall provide a covenant and property right burdening and running with the land of the air rights

properties located directly above such dedicated parcels, and providing that such parcels are subject to terms and conditions substantially similar to those obligations and conditions provided in "LOT RESTRICTIONS AFFECTING LOTS ABOVE FIELD BOULEVARD AND PUBLIC ALLEY" in the plat of Lakeshore East Subdivision recorded March 4, 2003 as document number 0030301045 ("the Lakeshore East Air Rights

Restrictions"), subject to the approval of the Corporation Counsel.

**VACATION: Parcel 1:**

THAT PART OF N. FIELD BOULEVARD 116.00 FEET WIDE, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS: '

**COMMENCING AT THE INTERSECTION OF THE WEST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG SAID WEST LINE OF N. FIELD BOULEVARD (SAID N. FIELD BOULEVARD BEING HERE 60.00 FEET WIDE), A DISTANCE OF 110.41 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG THE SOUTHWARD EXTENSION OF SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 34.40 FEET; THENCE SOUTH 45 DEGREES 06 MINUTES 31 SECONDS WEST, A DISTANCE OF 22.63 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 12.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF N. FIELD BOULEVARD, 116.00 FEET WIDE AS ESTABLISHED BY SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 52.76; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 28.10 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS SAID ABOVE DESCRIBED PARCEL CONTAINING 1,316 SQUARE FEET, 0.030 ACRES, MORE OR LESS.**

**Parcel 2:**

THAT PART OF N. FIELD BOULEVARD 116.00 FEET WIDE, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED

I  
I  
1  
I  
!

MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG SAID EAST LINE OF N. FIELD BOULEVARD (SAID N. FIELD BOULEVARD BEING HERE 60.00 FEET WIDE) A DISTANCE OF 110.41 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 6.02 FEET TO AN INTERSECTION WITH A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE

OF N. FIELD BOULEVARD AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 22.08 FEET TO AN INTERSECTION WITH THE EAST LINE OF N. FIELD BOULEVARD, 116.00 FEET WIDE AS ESTABLISHED BY SAID LAKESHORE EAST SUBDIVISION; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 42.99 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 36 DEGREES 45 MINUTES 40 SECONDS WEST, A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. FIELD BOULEVARD, 60.00 FEET WIDE; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 28.85 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 870 SQUARE FEET, 0.020 ACRES, MORE OR LESS.

Parcel 3:

THAT PART OF N. FIELD BOULEVARD 116.00 FEET WIDE, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF N. FIELD BOULEVARD, 60.00 FEET WIDE, AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 110.41 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 6.02 FEET TO AN INTERSECTION WITH A LINE 6.00 FEET EAST OF AND PARALLEL WITH

SAID EAST LINE ON N. FIELD BOULEVARD, 60 FEET WIDE, AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG THE SOUTHWARD EXTENSION OF THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 28.85 FEET; THENCE SOUTH 36 DEGREES 45 MINUTES 40 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF N. FIELD BOULEVARD, 116.00 FEET WIDE; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 17.01 FEET TO THE NORTHWEST CORNER OF LOT 13 IN SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 89 DEGREES 54 MINUTES 21 SECONDS WEST A DISTANCE OF 116.00 FEET TO THE NORTHEAST CORNER OF LOT 14 (SAID CORNER ALSO BEING ON THE WEST RIGHT OF WAY OF N. FIELD BOULEVARD, 116.00 FEET WIDE) IN SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 17.04 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 12.00 FEET; THENCE NORTH 45 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 22.63 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF N. FIELD BOULEVARD, 60.00 FEET WIDE; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 34.40 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 41

SECONDS EAST, A DISTANCE OF 66.23 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY , ILLINOIS, SAID ABOVE PARCEL CONTAINING 5,342 SQUARE FEET, 0.123 ACRES MORE OR LESS.

TOTAL AREA VACATED CONTAINING 7,528 SQUARE FEET, 0.173 ACRES, MORE OR LESS.

as shaded and indicated by the words "HEREBY VACATED" on the plat hereto attached as Exhibit B, which drawing for greater clarity, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for itself covenants and property rights in the land legally described as Parcel 3 as herein vacated, with such covenants and property rights restricting, for the benefit of the City, the use and improvement of Parcel 3 upon terms and conditions substantially similar to the Lakeshore East Air Rights Restrictions. The obligations of such covenants and property rights shall run with the land of Parcel 3 and shall be binding upon the Developer, and its successors and assigns.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison and its successors or assigns, a non-exclusive utility easement to operate, maintain, construct, replace and renew overhead wires, poles, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy, telephonic and associated services

I

I

under, over and along the areas herein vacated, with the right of ingress and egress. The grade of the vacated public way shall not be altered in a manner so as to interfere with the operation and maintenance of Commonwealth Edison facilities. No buildings, permanent structures or obstructions shall be placed over Commonwealth Edison, facilities without express written release of easement by Commonwealth Edison. Any future vacation-beneficiary prompted relocation of Commonwealth Edison facilities lying within the area herein vacated will be accomplished by Commonwealth Edison, and done at the expense of beneficiary of the vacation.

The City of Chicago hereby reserves for the benefit of The Peoples Gas Light and Coke Co. an easement to operate, maintain, repair, renew and replace existing underground facilities under a portion of Field Boulevard that is hereby vacated in the area where such utility facilities are now located.

SECTION 4. The viaduct structures and decks of Upper Level East Wacker Drive and portions of the adjacent public ways ("Viaduct") are in need of significant rehabilitation, reconstruction, and renovation. The City does not have funds to pay for such . necessary work. The City therefore desires to facilitate said rehabilitation, reconstruction, and renovation of the Viaduct by the Developer in an effort to reduce the City's ongoing maintenance obligations and liabilities, cause significant capital improvements to be undertaken with private funds, improve access to the Viaduct, and improve public facilities and resources. The Developer has agreed to perform such work as provided in the "Agreement for Wacker Drive Improvements" which is attached hereto as Exhibit C and incorporated herein, in exchange for: (1) the City granting to the Developer

certain rights to use and occupy various portions of East Wacker Drive and North Field Boulevard as shown in the drawing which is attached hereto as Exhibit D and incorporated herein ("Privilege Areas") as provided in Section 5 of this Ordinance, and (2) the City providing a set-off of the "Additional Viaduct Work Costs" as defined in the Agreement for Wacker Drive Improvements against the Vacation Amount due to the City from the Developer for the vacation of certain portions of North Field Boulevard as provided in Section 9 of this Ordinance, and also providing reimbursement for additional public way projects approved by the City, all as provided in Section 6.f. of this Ordinance.

SECTION 5. In accordance with the terms and conditions provided in the Agreement for Wacker Drive Improvements, permission and authority are hereby given and granted to the Developer to use and occupy the Privilege Areas. Such permission and authority is hereby granted for a period of twenty five (25) years from and after the date of completion of certain rehabilitation work to the Viaduct, turnover of such work to the City, and repayment of any overestimated credit, all as provided in the Agreement for Wacker Drive Improvements.

SECTION 6. The Commissioner of Transportation, or a designee of the Commissioner of Transportation, is hereby authorized to execute the following agreements and amendments thereto, by, between and among the City of Chicago, and the Developer:

a. an "Easement Agreement for Building Supports and Upper Level Street In Field Boulevard" in substantially the form which is attached to and incorporated in this ordinance as Exhibit E; and

b. an "Easement Agreement For Use of Upper Level Street on Lakeshore East Parcels and Shoreham Parcel" in substantially the form which is attached to and incorporated in this ordinance as Exhibit F; and

c. an "Agreement for Wacker Drive Improvements" in substantially the form which is attached as Exhibit C as provided in Section 4 above: and

d. an acceptance of an instrument memorializing the covenants and property rights described in the dedication in Section 1 and in the reservation in Section 2 above; and

e. an acceptance of the plat or other instrument of dedication described in the Dedication in Section 1 above; and '

f. a sole order escrow for the sole benefit of the City in form and substance satisfactory to the Commissioner with an escrowee acceptable to the Corporation Counsel ("Escrowee") as provided in this Ordinance ("Sole Order Escrow"). The Sole Order Escrow shall be for purposes of first reimbursing Lakeshore East for those Additional Viaduct Work Costs it expends to the extent and in the manner provided in the Agreement for Wacker Drive Improvements, and then paying all remaining funds, including accrued interest, to the City.

Execution of each of the instruments described in this Section 6 shall be subject to the approval of the Corporation Counsel as to form and legality.

SECTION 7. The Commissioner of Water Management, or a designee of the Commissioner of Water Management, is hereby authorized to execute an "Agreement Regarding Water Management Facilities" by,

between and among the City of Chicago, and the Developer in substantially the form which is attached to and incorporated in this ordinance as Exhibit G, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 8. The Commissioner of Transportation is also authorized to execute such additional agreements, amendments, and documents as are reasonably necessary or appropriate to implement this ordinance, including the (i) vacations, (ii) dedications, and the (iii) Easement Agreement for Building Supports and Upper Level Street In Field Boulevard; (iv) Easement Agreement For Use of Upper Level Street on Lakeshore East Parcels and Shoreham Parcel; (v) an Agreement Regarding Water Management Facilities (vi) Agreement for Wacker Drive Improvements, and (vii) the Sole Order Escrow, all as authorized hereby, subject to the approval of the Corporation Counsel.

SECTION 9. The vacation herein provided for is made upon the condition that, within one hundred eighty (180) days after the passage of this ordinance, Developer shall deposit in the Sole Order Escrow the sum of Two Million Four Hundred Fifty Thousand dollars (\$2,450,000.00) ("Amount Due") which such Amount Due constitutes a portion of the compensation of Seven Million Two Hundred Thousand Dollars

(\$7,200,000.00) ("Vacation Amount") which Vacation Amount, in the judgment of this body, is equal to the fair market value of the benefits which will accrue by reason of the vacation to the Developer as owner of the property abutting said parts of public street hereby vacated. The Vacation Amount is then set-off by the estimated Additional Viaduct Work Costs that the Developer must expend, or refund to the City, as stated in the Agreement for Wacker Drive Improvements, specifically, Four Million Seven Hundred Fifty Thousand dollars (\$4,750,000.00) ("Estimate").

SECTION 10. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Developer shall file or cause to be filed for the record in the office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with a) attached plats, including oversized plats, as required by this ordinance and approved by the Commissioner of Transportation, following inquiry regarding satisfaction of deposit by Developer as provided in this ordinance; and b) each of the instruments in Sections 6 and 7 (but not the Sole Order Escrow), duly executed by Developer and by the respective Commissioners as herein authorized, and approved by the Corporation Counsel, as required herein.

SECTION 11. This ordinance shall take effect and be in force from and after its passage. The vacation shall take effect and be in force from and after its recording.

Vacation and Dedication Approved:

Commissioner of Transportation

Approved as to Form and Legality

Deputy Corporation Counsel

Honorable  
Ward

Brendan

Reilly

Alderman,

42<sup>nd</sup>

Exhibit A Plat of Dedication

? if E=

G

2

>?

"3

1

23>-\*J-I5:s>



not

*m*

0

I

§

3

ii

ill 5?

l : =  
.1 ; <

ill

0

0 0

; > 0

<!ii

!!  
!t:~ ill -

il

il £!

0

0

.5

*p.*

3 l

! !

il 1

Exhibit B Plat of Vacation  
o a o -i

M 10

a -j-.\*  
> TO

-° o >  
c m l  
tQH  
m o < O i ? < n i o m 7 j >  
O Z r j  
!= 5> o  
•° c £

n jñ  
o S -J i ? X v.  
5\*2! Zap  
tj m > c to 2-co to m S m £  
H » 2  
> Co o -n to u 23 > O Z " O >  
-< W m to -  
»3S

o °

0 s; W  
l U »  
SI"

o 5  
2 H !2 ">  
z <  
-T>  
i3 m O O c ;o to o -o  
15

> o  
·H -n <5 o  
> O m in "·- ·■> to "5X.02 m C

g o z S 2 5 g

Z -l r- O -£ ■■ 3» O S 5 " g 3 S  
m ra -n o g , o co co z -n « o E  
c c 3 m > l= 3J  
> m h i m m  
ni a, O "J l" > to.  
~n "l. tn ni " 2 "11 m D O 2 "1P m m c o -1 2 , s m o o, z P m ■£ n m b

m z R t j-2; m rn

m "■ m « > CO TM -> S Co O o < 2l«ooS,S  
5§3lsC!>

f? o m c a x o

-h o r ,<sup>m</sup> > o  
-, a « » 5 m

W s y s c

>D2rO»  
<sup>2</sup> m " n < a  
m a > u> l2 -n  
ti m.<sup>1</sup> to z ("J  
x <sup>l</sup> m

sag  
gram

\_3 fA  
cn£ "> to,

<sup>M</sup> 2 IP o o z i u m S> " x  
m - ui <c z -l m r nod  
'A -z " z \* m m

X m m > „ Pi  
Si<sup>5</sup>™

H > > 2 ? o

- ^ £ o w  
1 w m m r-1 \_ < > -1 2 > co co2-<sup>l</sup>  
F co " r <o> O O q>3 f Cl is = o d m o h£ w 5 \_ o » a  
in 2 " g co - O m™ p  
= O 3 £ m o  
2 c O 5» O  
o -1 2 h O o  
> S r S M 2 at h CO H  
O M 2

> m > <sup>m</sup> to

S3 °-

o S i co F2 2 7; > ^ > co m n \*rjrJl  
Tl S  
n ij ^> m Co-\*

... »i h ? z E r-5J iii n z

i>s|sg

co 23 in X><sup>H</sup> m co m

n x > m O 3 o m P

> a

a  
33 <

Z  
X"  
z X-1 o  
X -a m m to m o > cr to -1 <- X to  
\* £  
m to co o -< <

li

1"

(Eg  
Q>  
C-15-31 01

S3

m

J3z>n > m ■ 10 o  
0 m m i  
Po'5s|  
3zS>p  
gz'gS o-t m ^ > ,

h 2 n

2<sup>m°</sup>3 ?v  
o r- J . ibmOS-

H m O S g ,co 'tn o • rjrijjp  
oral™ « t a ^ S t3 o  
■ 9 J 3 °  
urjgj 53. m tj q ci m  
• > 5 m <-  
."I> S - OJ  
>Fro.»0  
0 ™ - £

• h m >>  
Z T' CO 5:  
" S > n °  
m?oo>  
n , H C m  
bw^m J| " ^rn^ra

3 - S £  
r "n ° S -S ? i » z 2T5-!!|

h m o c A  
"\* z t, 55 m ?S<sup>0</sup>-Srn .  
l z x m r3  
i Cj a C) ,  
m x o m ^

^ m; ra \*  
Q ro cn -h  
5 S 5 "1  
Z 5 t! H ... ZHKl  
" z m m rn  
Soigo  
CB O IQ O H  
O "n m to x CnOjrl

±3 77.50 "m>2- m> C m  
" m o > ^ in » » o 3=  
> K o « ■ \*n n ii h ii  
m 63 O 5; H  
o o m ro n

> o m z . 5-z^TjCjgTiOm  
m - i-mtor-i/n oOomoD5j; Mzaj"Srijm^

^zSooJJoIn  
O

■^S^Srli Lin^O-.Trn-n  
bfn  
Oji:~13ai  
oStluioifi^ ■^mH-nS^»0  
cyodrns-^O l>z\_dtoni\_c  
\_y-tZdS>> r^Bijj^m  
z to l\_z q > 9|^;a|>pco

g.mogzOSrn ti5r^o^m  
mo Sriigc;-  
2z  
SSgilinrqfri  
5

-.B<ioZ-ljO mtl>SolTci^m  
g^rjo-iS^m-Jl>S«RKrrliq5 S^\*^!-., r-

r- to... ra JJ > m x  
"J- >-uor>l53 S>«E0|Tlr;g 2S^Z3J ni J m

"OWCH >«2I  
?3ZC0> TI -HO >

o j» o m

ZHOP  
a i "n  
m ZJ> ■. Doz?"  
^ 3) > -

o > fj S 2^o5 mm-TT  
so^m  
o-f go F^25.z

O>0)  
gig  
Z -11=

I 13)  
COO

tooco >5rn

0(OCD  
°r5g -cc^m

-ntura

S3S

>>0J  
o  
S'n  
m to n j z m o -ln-od-s \*t-)C0  
5-40> S°to

fSo>  
o  
D

Exhibit C

Agreement for Wacker Drive Improvements

PREPARED BY AND AFTER  
RECORDING  
RETURN TO:

Perkins Coie LLP  
131 S. Dearborn Street  
Suite 1700  
Chicago, IL 60603  
Attention: Edward E. Wicks

AGREEMENT FOR WACKER DRIVE IMPROVEMENTS

This Agreement (the "Agreement") is entered into as of this                      day of                      20                      , by and between the CITY OF CHICAGO, an Illinois home rule municipal corporation, by and through its Department of Transportation ("CDOT") (the "City") and LAKESHORE EAST LLC, an Illinois limited liability company ("Lakeshore East").

*Witnesseth:*

WHEREAS, Lakeshore East is the current owner of parcels of property located at the intersection of Field Boulevard and Wacker Drive including vacated air rights located above dedicated Field Boulevard, all as more fully described on Exhibit 1 which is attached and incorporated ("Lakeshore East's Parcel"); and

WHEREAS, the City holds in trust for the people of the State of Illinois fee title in and to certain dedicated public ways adjacent to Lakeshore East's Parcel known as E. Wacker Drive and Lower Field Boulevard in the City of Chicago, County of Cook and State of Illinois (the "Public Way"), including those portions of Upper and Sub East Wacker Drive and Lower Field Boulevard depicted on Exhibit 2.1 and Exhibit 2.2 which are attached and incorporated (collectively, the "Privilege Areas"); and

WHEREAS, Lakeshore East, for itself and its successors, and/or assigns, intend to develop a building



and improvements in and on Lakeshore East's Parcel, pursuant to and in compliance with Planned Development No. 70 adopted by the City Council of the City of Chicago ("City Council") on December 9, 2015, and published in the Journal of Proceedings at pp, 15687-15826 ("Planned Development") (such building and improvements are referred to as the "Lakeshore East's Building"); and

WHEREAS, the Planned Development contemplates and approves Lakeshore East making certain improvements to and installing certain street furnishings in accordance with the general layout as shown on Exhibit 2 in the Privilege Areas, as described in Exhibit 3 which is attached and incorporated ("Streetscape Improvements"); and

WHEREAS, pursuant to an ordinance adopted by City Council \_\_\_\_\_, 2016 ("Ordinance"), Lakeshore East was granted permission and authority to use and occupy the

43752-0D01 0001/120709-W8 23

Privilege Areas for purposes of using and maintaining the Streetscape Improvements as provided in this Agreement ("Privilege"); and

WHEREAS, in order to construct and install the Streetscape Improvements, Lakeshore East has agreed to perform expansion and rehabilitation work on and to Upper and Sub Level East Wacker Drive and Lower Field Boulevard (collectively, the "Viaduct"), described in Sections A through D in Exhibit 4 and in Exhibit 4.1 which are attached and incorporated ("Streetscape Viaduct Work"); and

WHEREAS, in addition to the Streetscape Viaduct Work, the existing viaduct structures and decks of the Upper Wacker Drive portion of the Viaduct and other portions of adjacent public way are in need of additional rehabilitation, reconstruction, and renovation described in Section E of Exhibit 4 (which, together with any additional work that may be included in the definition thereof as set forth in Exhibit 4, the "Additional Viaduct Work"), and the City does not have funds to pay for such Additional Viaduct Work; and

WHEREAS, the City therefore may desire that Lakeshore East perform said Additional Viaduct Work in an effort to reduce the City's ongoing maintenance obligations and liabilities, cause significant capital improvements to be undertaken at private expense, improve access to the Viaduct, and improve public facilities and resources; and

WHEREAS, Lakeshore East has agreed to perform such Streetscape Viaduct Work and Additional Viaduct Work (together, "Viaduct Work") in exchange for: (1) the City granting to Lakeshore East permission and authority to use and occupy the Privilege Areas as provided in this Agreement; and (2) the City providing a set-off of the estimated cost of the Additional Viaduct Work against the amount due from Lakeshore East for the City's vacation to Lakeshore East of those portions of North Field Boulevard as set forth in the Ordinance; and

WHEREAS, the Ordinance provides that the permission and authority granted to Lakeshore East to utilize the Streetscape Improvements shall not commence until Lakeshore East has completed and turned over certain portions of the Viaduct Work; and

WHEREAS, in accordance with Section 10 of the Ordinance, Lakeshore East has deposited the net compensation due to the City for the vacation in an escrow is established by the agreement entitled \_\_\_\_\_, and dated \_\_\_\_\_, 2016, a copy of which is attached and incorporated in this Agreement as Exhibit 5 ("Sole Order Escrow"),

NOW, THEREFORE, in consideration of mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1) Lakeshore East's Construction Obligations for Viaduct Work.

a) Prior to performing any phase of Viaduct Work, Lakeshore East shall obtain City's approval of the plans and specifications for such phase of the Viaduct Work, including a project schedule, or update thereof, providing phasing, coordination and estimated completion dates for each phase of the Viaduct Work ("Viaduct Project

43752-0001 0001/120709448 23

Schedule"). The initial phase of the Viaduct Work shall include all Viaduct Work described in Exhibit 4, except for Section E. 6. ("Initial Phase"). City agrees that its approval of the submitted plans and specifications will not be unreasonably withheld or delayed, and will be limited to matters that could adversely affect authorized use of the Public Way, including the underground utilities and other underground public service utility facilities, including pipes, wires, cables, conduits, manholes and other underground facilities used in connection with the underground flow, transmission, and distribution of electricity, communications, sounds, signals, natural gas, water (including potable, chilled, and heated), sewage, stormwater, and other public utility services located in the Public Way. Upon approval by City, such plans and specifications shall be known as the "Approved Viaduct Plans". Notwithstanding the foregoing, the City's approval does not constitute the approval required by the City's Department of Buildings ("DOB") or any other City department pursuant to ordinance or statute; nor does the approval by City pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the on Lakeshore East's Parcel, the Privilege Areas, or the Public Way.

b) Lakeshore East expressly agrees and warrants that the (1) Viaduct Work shall be performed and (2) the Viaduct, following completion of and to the extent modified by the Viaduct Work, shall be designed, constructed and installed, at all times in a good and workmanlike manner and in compliance with all applicable federal, state and local laws and regulations ("Law"). To that end, Lakeshore East shall apply for, receive and comply with all necessary building, public way and other permits required by Law and the Municipal Code of Chicago for the Viaduct Work ("Viaduct Permits"). The Viaduct Permits may require that, prior to the commencement of the Viaduct Work, Lakeshore East shall hire a qualified engineering firm, to be paid at Lakeshore East's expense, to perform construction monitoring of the Viaduct Work and Streetscape Work as part of this Agreement, with staffing appropriate to the requirements of these monitoring services. The engineering firm and individual engineer(s) assigned to the Viaduct Work shall report to and be at the direction of the Commissioner of CDOT ("Commissioner"). The qualifications of the firm and the assigned engineers shall be submitted to the Commissioner for review and approval. The construction monitoring shall be in accordance with the Illinois Department of Transportation Construction Documentation Standards (Red Book). Upon completion of the Viaduct Work and Streetscape Work, the engineering firm shall submit a letter to the Commissioner certifying to both the Commissioner and Lakeshore East that the structure has been constructed in accordance with the Approved Viaduct Plans, Approved Streetscape Plans, and Law. The letter shall be signed and stamped by an Illinois licensed structural engineer.

c) Upon issuance of the Viaduct Permits for any phase of the Viaduct Work, Lakeshore East shall

diligently pursue completion of such Viaduct Work and shall complete such Viaduct Work in accordance with the Viaduct Permit and the Approved Viaduct Plans including the Viaduct Project Schedule.

- d) Lakeshore East shall be responsible for obtaining approvals of or making suitable arrangements with (including payment to) the persons or entities owning or controlling any currently existing utility or public service facility (or replacements or upgrades thereof in currently existing locations) that is duly authorized to occupy the Public Way

43752-0001 0001/129709448 23

and is required to be removed, relocated, altered, additionally maintained or restored because of the Viaduct Work ("Viaduct Utility Facilities").

- e) Lakeshore East shall perform all Viaduct Work subject to the City's right to reasonably approve the bids or prices for any phase of the Additional Viaduct Work prior to commencement of such Additional Viaduct Work, all as provided in this Section 1 e), and subject to the City's right to monitor the Viaduct Work at all times and shall be performed to the reasonable satisfaction of the Commissioner, all in accordance with Law and the Viaduct Permits. Within 21 days after Lakeshore East sends copies of bids or prices for Additional Viaduct Work to City, the City shall approve or reject the bids or prices. In the event the City rejects the bids or prices for some or all of the Additional Viaduct Work, the City may also require Lakeshore East to remove such portion of the Additional Viaduct Work from the Approved Viaduct Plans, and such work shall no longer be considered part of the Additional Viaduct Work or Viaduct Work for purposes of this Agreement. In such event, Lakeshore East and City agree to reasonably adjust the Project Schedule to allow the City to bid and perform the such removed work in coordination with Lakeshore East's completion of the remaining Viaduct Work, provided such adjustments shall not unreasonably delay Lakeshore East's schedule for the Viaduct Work and construction of Lakeshore East's Building.
- f) Upon substantial completion of any phase of the Viaduct and Viaduct Work in accordance with this Agreement, Lakeshore East shall notify City and City shall promptly inspect such Viaduct Work. In connection with the inspection, Lakeshore East shall, at its own expense perform all tests and demonstrations reasonably requested by the City. Following the completion of the inspection, City will provide a punch list of items of Viaduct Work that are to be completed by Lakeshore East prior to acceptance by the City. Upon Lakeshore East's final completion of such phase of the Viaduct Work, including all required punch list items, all in accordance with the Viaduct Permit and the customary procedures for turnover, including assignments of warranties and commitment for subsequent delivery of as-built plans, City shall accept the Viaduct as improved by the Viaduct Work. Following turnover and acceptance of the Viaduct and Viaduct Work as provided herein, Lakeshore East shall have no obligation to maintain the Viaduct or the Viaduct Work, except as otherwise provided by Law.
- g) Within 60 days of the City's acceptance of turnover of any phase of the Viaduct Work described above, Lakeshore East shall certify under oath and submit an accounting of all actual costs incurred by it in performing the Additional Viaduct Work for such phase, including engineering ("Additional Viaduct Work Costs"), in accordance with GAAP and Law. The Additional Viaduct Work Costs shall not include any cost relating to any portion of the Additional Viaduct Work removed from the Approved Viaduct Plans as provided in Section 1 e) above unless the City requests the transfer of, or utilizes, the product

or services resulting from such cost, including any cost incurred in preparing plans and specifications related to such removed work which the City intends to use or uses. Upon request of the City, Lakeshore East shall promptly submit certified copies of all documentation which the City reasonably requests as necessary or appropriate to confirm and approve the total of the Additional Viaduct Work Costs. Within 30 days of the submission of the accounting and all requested documents, including any subsequent submission of requested documents, the City shall, acting reasonably, either reject as incomplete or containing ineligible costs, or accept the accounting and

4

43752-000] 0001/129700448 23

documents. If rejected, the City shall provide the reasons for such rejection and if rejected as incomplete, then Lakeshore East shall complete its resubmittal of the accounting and requested documents within 7 days.

- h) At any time following the one year anniversary of the commencement of construction of the Initial Phase Viaduct Work, the City, in its sole discretion, may give written notice to Lakeshore East that it has terminated the right to propose additional phases of Additional Viaduct Work. Upon such notice, the City shall have the right to refuse and reject any subsequently submitted plans and specifications for new Additional Viaduct Work under Section E.6. of Exhibit 4. Following the completion of acceptance or final rejection of all accountings and documents for Viaduct Work as provided herein, if the accepted accountings and documents indicate that the total of the Additional Viaduct Work Costs is less than the Estimate in Section 10 of the Ordinance ("Estimate"), then the City shall notify Lakeshore East and shall also direct the escrowee of the Sole Order Escrow ("Escrowee") to disburse the remaining funds in the Sole Order Escrow to the City. Within 10 days of receiving the City's notice, Lakeshore East shall refund to the City the amount that the Estimate exceeds the Additional Viaduct Work Costs. If the Additional Viaduct Work Costs evidenced by the accepted accountings and documents exceed the Estimate, then the City shall issue such orders to the Escrowee to reimburse Lakeshore East in the amount the Additional Viaduct Work Costs exceeds the Estimate, to the extent such reimbursement does not exceed the funds in the Sole Order Escrow. Then, following final resolution of all disbursements for Additional Viaduct Work for which plans have been previously approved, the City may issue an order to the Escrowee to release to the City any remaining funds in the Sole Order Escrow.

## 2) Lakeshore East's Construction Obligations for Streetscape Work

- a) Prior to performing any work relating to of the construction, installation or implementation of the Streetscape Improvements ("Streetscape Work"), Lakeshore East shall obtain City's approval of the plans and specifications, including a project schedule for the Streetscape Work ("Streetscape Project Schedule"), for such Streetscape Work. City agrees that its approval of the submitted plans and specifications will not be unreasonably withheld or delayed, and will be limited to matters that would unreasonably . adversely affect use of the Public Way, including the underground utilities and other . underground public service utility facilities, including pipes, wires, cables, conduits, manholes and other underground facilities used in connection with the underground flow, transmission, and distribution of electricity, communications, sounds, signals, natural gas, water (including potable, chilled, and heated), sewage, storm water, and other public utility services located in the Public Way. Upon approval by City such plans and specifications shall be known as the "Approved Streetscape Plans". Notwithstanding the foregoing, the City's approval does not constitute the approval required by the City's Department of Buildings ("DOB") or any other City department pursuant to ordinance or statute; nor does the approval by City pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the on Lakeshore East's Parcel, the Privilege Areas, or the Public Way.

- b) Lakeshore East expressly agrees and warrants that the Streetscape Work shall be performed, and the Streetscape Improvements, following completion of the Streetscape Work, shall be designed, constructed, installed, reconstructed, maintained, repaired, replaced, modified, supplemented, relocated, removed and operated at all times in a

5

43752-0001 000I/1297U944S 23

good and workmanlike manner and in compliance with all Law. To that end, Lakeshore East agrees to apply for, receive and comply with all necessary building, public way and other permits required by Law and the Municipal Code of Chicago for the Streetscape Work ("Streetscape Permits").

- c) Upon issuance of the Streetscape Permits, Lakeshore East shall diligently pursue completion of the Streetscape Work and shall complete the Streetscape Work in accordance with the Streetscape Permit as well as the Approved Streetscape Plans including the Streetscape Project Schedule.
- d) Lakeshore East shall be responsible for obtaining approvals of or making suitable arrangements with (including payment to) the persons or entities owning or controlling any currently existing utility or public service facility (or replacements or upgrades thereof in currently existing locations) that is duly authorized to occupy the Public Way and is required to be removed, relocated, altered, additionally maintained or restored because of the Streetscape Work ("Streetscape Utility Facilities").
- e) Lakeshore East shall perform all Streetscape Work subject to the City's right to monitor the Streetscape Work at all times and shall be performed to the reasonable satisfaction of the Commissioner of CDOT, all in accordance with Law and the Streetscape Permits.
- f) At all times, the Streetscape Improvements and the Streetscape Work will be owned and controlled by Lakeshore East or its successors and assigns to Lakeshore East's Parcel, including the Lakeshore East's Building, as provided in Section 10.

3) Commencement of use of the Privilege Areas and Streetscape Improvements. Other than to construct and install the Viaduct Work and Streetscape Work, Lakeshore East shall not enter the Privilege Areas to use and enjoy the Streetscape Improvements nor allow the public to enter the Privilege Areas to use and enjoy the Streetscape Improvements until a) it has turned over to the City and the City has accepted all of the Viaduct Work for the Initial Phase following its completion as provided in Section 1 f) above, and b) it has obtained the City's acceptance of the accounting and documents in respect of the Initial Phase, and if all Viaduct Work has then been completed, paid to the City any amount due as provided in Section 1 h) above.

4) Use and occupation of Privilege Areas for Streetscape Improvements.

- a) Lakeshore East may use and occupy the Privilege Areas for purposes of placing, constructing, reconstructing, maintaining, repairing, replacing, modifying, supplementing, relocating, removing, using and operating the Streetscape Improvements, all in accordance with the Approved Streetscape Plans and Law, including the Planned Development. The Privilege is subject to a reservation of rights by the City to utilize, and allow the public access to utilize, the Public Way, including the Streetscape Improvements.

43752-0001 000I/I2O70944S 23

- b) Upon reasonable request by the other, City and Lakeshore East each agree to promptly execute a confirmation of the commencement, continuation or termination of the Privilege.
- c) Notwithstanding any other provision of this Agreement, the Privilege is subject to amendment, modification or repeal and may be revoked by the City at the discretion of the Mayor or the Commissioner at any time, without cause and without the consent of Lakeshore East. If, in the reasonable discretion of the Commissioner, it is necessary or appropriate for the City to make improvements, repairs or rehabilitation to the Public Way ("City Public Way Work"), including the Privilege Areas and any portion of the upper, mid or sub levels of the Wacker Drive structure, and such Public Way Work involves the City closing any portions of the Privilege Areas, the City will provide Lakeshore East with thirty (30) days' notice, except in cases of Emergency as defined in Section 4k below. In the event that the City Public Way Work involves removing, disturbing or relocating the Streetscape Improvements, the City will not be required to replace, rebuild or restore the Streetscape Improvements. Upon termination of the Privilege, Lakeshore East, at its own expense and without cost or expense to the City, shall remove, within 30 days of such termination, the Streetscape Improvements and restore or improve the Public Way, to a proper condition that complies with City standards for Public Way improvements as provided in CDOT's Regulations for Opening, Repair and Construction in the Public Way and its appendices as it is then under effect or as provided in its successor publication, all under the supervision of the Commissioner and as applied in the reasonable sole discretion of the Commissioner. Upon termination of the Privilege, performance of all obligations then outstanding, and restoration of the Public Way as required herein, Lakeshore East shall have no further obligations pursuant to this Agreement, except as to the indemnity in Section 5 as provided therein.
- d) Lakeshore East warrants to the City that it has sufficient title and interest in and to Lakeshore East's Parcel to enter into this Agreement and bind Lakeshore East's Parcel to the obligations in this Agreement.
- e) Lakeshore East, at its sole expense, shall maintain the Streetscape Improvements in good condition and repair, safe for public travel, free from debris, and, except for any roadway surface, free from snow and ice, all to the satisfaction of the Commissioner and in accordance with Law, including the ordinances of the City of Chicago and the directions of the Commissioner, the Commissioner of Streets and Sanitation, and the Building Commissioner.
- f) Lakeshore East shall use, operate, maintain repair and replace the Streetscape Improvements and those portions of the Lakeshore East Parcel necessary to support or serve the Streetscape Improvements, including Lakeshore East's Building, so that they do not unreasonably interfere with any legally authorized use of the Public Way, including the Privilege Areas, by the City, the public, or any person or entity authorized by City or by Law to use or occupy the Public Way ("Unreasonable Interference"). Unreasonable Interference shall include the closing or restriction of any portion of the Public Way, including any level of Wacker Drive, for periods longer or areas greater than those determined by the Commissioner as reasonably necessary or appropriate to construct, install, operate, inspect, maintain, repair or replace the Streetscape

Improvements and such portions of Lakeshore East's Parcel described above; provided, however, that any request by Lakeshore East to close a portion of the Public Way for periods which,, in the reasonable opinion of the Commissioner, are reasonably necessary to safely construct or maintain the Viaduct Work, Streetscape Improvements or any portion of the Streetscape Improvements and the portions of Lakeshore East's Parcel described above shall not be unreasonably withheld or denied. Unreasonable Interference shall also include Lakeshore East's failure to provide or ensure reasonable access to or reasonable coordination and cooperation with the City, or any person or entity authorized by City to install, construct, maintain, repair or replace any Utility Facilities in the Public Way, all as provided herein.

- g) Lakeshore East shall cooperate with the City concerning the coordination of uses of the Public Way, including reasonable responses to inquiries and attending meetings and site visits necessary to ensure the use of the Privilege Areas by Lakeshore East does not interfere with the use of the Public Way as provided in this Agreement.
- h) Lakeshore East shall pay for all expenses actually incurred and those reasonably necessary or appropriate for the operation of the Streetscape Improvements within the Privilege Areas in accordance with this Agreement, including the cost of providing and operating lighting, drainage, water service, and other services.
- i) Lakeshore East acknowledges that City is not responsible for placing; constructing, reconstructing, maintaining, repairing, replacing, modifying, supplementing, relocating, removing and operating or for security in or of the Streetscape Improvements, and City has no obligations with respect thereto.
- j) In the event that the condition of the Streetscape Improvements or those portions of the Lakeshore East Parcel necessary to support or serve the Streetscape Improvements, including Lakeshore East's Building, have not been used, operated, maintained, repaired or replaced in compliance with this Agreement, then City may send Lakeshore East written notice of such noncompliance. In the event that such noncompliance is not cured within thirty (30) days after receipt of such notice of noncompliance, then City may cause the correction of the noncompliance and Lakeshore East shall reimburse City its costs and expenses reasonably incurred in making such corrections within ten (10) days of receipt of a notice from City detailing such costs and demanding payment therefor by Lakeshore East; provided however, in the event of noncompliance cannot reasonably be cured by Lakeshore East within such thirty (30) days after written notice, and Lakeshore East has notified the City of such fact along with an estimate of the time needed for completion of the correction, and Lakeshore East is proceeding diligently to make the correction, then Lakeshore East shall have such additional time as is reasonably necessary to cure said non-compliance.
- k) Notwithstanding the foregoing and Section 7 below, in the event that the noncompliance raises or substantially contributes to a substantial risk of imminent injury or death of any person, or substantial damage to or destruction of property ("Emergency"), then City may provide such notice to Lakeshore East as is reasonable under the circumstances, including telephone and/or email notices. Upon receipt of such notice, Lakeshore East shall immediately take all reasonable actions necessary or appropriate to address the Emergency and Lakeshore East shall grant City access to the Privilege Area and Lakeshore East's Parcel to take all reasonable actions to address the Emergency. To

the extent the City's actions were taken in reasonable response to Lakeshore East's noncompliance in an Emergency, then Lakeshore East shall reimburse City for all costs and expenses incurred in connection with such response within ten (10) days of receipt of a notice from City detailing such costs and expenses and demanding payment therefor by Lakeshore East.

5) Indemnity. To the full extent of the law, Lakeshore East hereby agrees to indemnify, hold harmless and defend City, its officials, officers, employees, and agents from and against any and all actual claims, demands, damages, lawsuits, legal proceedings, losses, liens, liabilities, judgments, orders or decrees, and all costs and expenses (including, without limitation, actual attorneys' fees, court costs, and other reasonable expenses related to litigation incurred in compliance with this Section 5)("Claims"), arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to any natural person, or the property of any person, arising out of, resulting from, or occurring in any manner relating to the Viaduct Work, the Streetscape Work, or the use of the Privilege Areas by Lakeshore East, its employees, agents, and contractors, or any person or entity using or coming into contact with the Streetscape Improvements ("Lakeshore East Parties"). In the event City receives notice of a claim or initiation of any legal action against City or its agents that it desires to be covered by this indemnity, City shall notify Lakeshore East and tender said defense to Lakeshore East. In such event, Lakeshore East shall appear in City's name and shall vigorously defend such action or claim at Lakeshore East's own expense. City shall cooperate with Lakeshore East in the defense thereof; provided however, that following tender of the defense, City shall have the right at its own cost to participate in the defense with Lakeshore East in any such legal action, and no settlement of any such claim or actions shall be entered into by Lakeshore East that would impose obligations on, or have an adverse effect on, City without the consent of City, which consent shall not be unreasonably withheld or denied. This indemnity shall not be the exclusive remedy of the City, and City shall maintain whatever other right of indemnity it may have under common law, by statute, or by ordinance.

To the extent permissible by law, Lakeshore East waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any losses, including any claim by an employee of Lakeshore East that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq or any other law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991)).

The indemnity in this Section 5 shall survive the termination of the Privilege or this Agreement but it shall not apply to Claims arising out of, resulting from, or occurring in any manner relating to the Viaduct Work, the Streetscape Work, or the use of the Privilege Areas after such terminations.

6) Insurance.

a. During the Viaduct Work or Streetscape Work:

Prior to the commencement by Lakeshore East of any Viaduct Work or Streetscape Work in the Public Way, including placing, constructing, reconstructing, maintaining, repairing, replacing, modifying, supplementing, relocating, removing and operating the Viaduct or



Streetscape Improvements, Lakeshore East shall procure and maintain, or cause to be procured and maintained, at all times and continuing until the completion of such Viaduct Work or Streetscape Work ("Work"), including any period when any contractor is required to return to complete or correct such Work ("Work Period"), all of the types and coverages of insurance specified in Exhibit 6-A which is attached and incorporated. The Work Period shall not end until Lakeshore East has notified the City in writing and the City has inspected and confirmed the actual completion of the Work, which confirmation shall not be unreasonably withheld or delayed.

b. Following completion of the Viaduct Work and the Streetscape Work:

Prior to the completion of the Work Period, Lakeshore East shall procure and maintain, or cause to be procured and maintained, in respect of the Streetscape Improvements, at all times beginning with the termination of the Work Period and continuing until the termination or expiration of the Privilege and the removal of the Streetscape Improvements, and the restoration or improvement of the Privilege Areas as required in Section 4c above, all of the types and coverages of insurance specified in Exhibit 6-B.

7) Notices. Except in case of Emergency described above, any and all notices or other communications required or permitted pursuant hereto shall be in writing and shall be deemed to have been given upon receipt. Notices shall be addressed to Lakeshore East and City at their respective addresses set forth below, or to such substitute address as Lakeshore East or City may have designated by notice in accordance herewith:

If to City, at:

City of Chicago

Department of Transportation 30 North LaSalle  
Street, Room 1100 Chicago, Illinois 60602 Attn:  
Commissioner

With a copy to:

City of Chicago

Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attn: Deputy Corporation Counsel

Real Estate and Land Use Division

If to Lakeshore East:

Manager  
Lakeshore East LLC 225 N. Columbus  
Drive Suite 100 Chicago, IL 60601

With a copy to: John J.

George  
Schuyler, Roche & Crisham, P.C. Two Prudential  
Plaza 180 N. Stetson Avenue , Suite 3700  
Chicago, Illinois 60601

Names, titles and Addresses shall be deemed changed only upon service of notice in accordance with this Section

8) Illinois Law. This Agreement has been negotiated, executed and delivered at Chicago, Illinois and shall be construed and enforced in accordance with the laws of Illinois, including the law of public trust with respect to the use and occupation of the Public Way.

9) Partial Invalidity. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.

10) Runs with the Land. All provisions hereof, including the benefits and burdens, shall run with the land of Lakeshore East's Parcels and the Public Way, including the Privilege Area, and shall be binding upon and enforceable by, and shall inure to the benefit of City and Lakeshore East and their respective successors and assigns. Upon a bona fide conveyance of all right, title and interest in the Lakeshore East's Parcel to a successor owner, all obligations of performance from the date of conveyance shall be enforceable against the transferee and not against the transferor.

11) No Third-Party Beneficiaries. The Privilege is intended solely for the benefit of the parties. No other person or entity shall have any rights hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

12) Force Majeure. The period within which a party is required to perform an obligation hereunder shall be extended by the other party to the extent caused by Unavoidable Delays, commencing on the date that such party delivers to the other party a written notice describing in detail the Unavoidable Delay and its specific effect on the first party's ability to perform the obligation. As used herein "Unavoidable Delays" shall mean delays due to strikes, lockouts, labor troubles, inability to procure labor or materials or reasonable substitutes therefor, failure of power, fire or other casualty damage, war or civil disorder, or other causes beyond the reasonable control of the party delayed; provided, however, that Unavoidable Delays hereunder shall not include delays resulting from changes in economic or market conditions, or financial or internal problems of the parties. This section shall not apply to any obligation stated with respect to an "Emergency" as provided in Section 4k of this Agreement nor to the obligation to indemnify as provided in Section 5 of this Agreement nor to any obligation to pay money nor any obligation that can be reasonably satisfied by the payment of money.

43752-000I 0001/129709448 23

In Witness Whereof, Lakeshore East and City have caused this Agreement to be executed by their duly

authorized officers, as of the day and year first written above.

Lakeshore East LLC, an Illinois limited liability company

By: \_ Name: title:

City of Chicago, an Illinois home rule municipality

By:  
Name:  
Title: Commissioner of Transportation

Approved As To Form And Legality:

By:  
Name:  
Title: Special Assistant Corporation Counsel

)SS  
)

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY, that \_\_\_\_\_, of LAKESHORE EAST  
LLC, an Illinois limited liability company, who is personally known to me to be the same person whose  
name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged  
that 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 entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20

Notary Public

My Commission Expires:

r. ■  
\_\_\_\_\_

STATE OF ILLINOIS )

)SS

COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY, that Rebekah Scheinfeld, Commissioner of Transportation of THE CITY OF  
CHICAGO, an Illinois home rule municipality, who is personally known to me to be the same person whose  
name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged  
that she signed and delivered the said instrument as her own free and voluntary act and as the free and  
voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20

i^olry PUBlitlp-- ^■ ,f\*-r. %^f^-:^

My ComnMsionExoires: ,;fc-i» a^sli

LEGAL DESCRIPTION OF LAKESHORE EAST'S PARCEL

PARCEL 1

LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, AND ALSO EXCEPT THAT PART OF LOT 5 LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LOT 5 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 110.41 FEET TO AN ANGLE POINT IN SAID EAST LINE, SAID ANGLE POINT BEING ALSO AN ANGLE POINT IN THAT PART OF SAID LOT 5, LYING EAST OF SAID EAST LINE OF N. FIELD BOULEVARD; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, ALONG SAID EASTERLY LINE OF N. FIELD BOULEVARD AS ESTABLISHED BY SAID LAKESHORE EAST SUBDIVISION, A DISTANCE OF 6.02 FEET TO AN INTERSECTION WITH A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. FIELD BOULEVARD AS HERETOFORE DESCRIBED; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 103.50 FEET; THENCE NORTH 31 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 7.67 FEET TO AN INTERSECTION WITH SAID SOUTHERLY LINE OF E. WACKER DRIVE; THENCE NORTH 85 DEGREES 04 MINUTES 41 SECONDS WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF

14

43752-0001 (1001/I2070944S 23

10.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

AND ALSO EXCEPTING THAT PART OF LOT 5 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE

THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PARCEL OF LAND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LOT 5 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 15.05 FEET; THENCE NORTH 34 DEGREES 53 MINUTES 29 SECONDS WEST, A DISTANCE OF 19.53 FEET TO AN INTERSECTION WITH SAID SOUTHERLY LINE OF E. WACKER DRIVE; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 11.24 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## **PARCEL 2**

THAT PART OF N. FIELD BOULEVARD, 116.00 FEET WIDE, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178;

15

43752-0001 0001/120700448 23

THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG SAID WEST LINE OF N. FIELD BOULEVARD (SAID N. FIELD BOULEVARD BEING HERE 60.00 FEET WIDE), A DISTANCE OF 110.41 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG THE SOUTHWARD EXTENSION OF SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 34.40 FEET; THENCE SOUTH 45 DEGREES 06 MINUTES 31 SECONDS WEST, A DISTANCE OF 22.63 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 12.00

FEET TO AN INTERSECTION WITH THE WEST LINE OF N. FIELD BOULEVARD, 116.00 FEET WIDE AS ESTABLISHED BY SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 52.76; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 28.10 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 1,316 SQUARE FEET, 0.030 ACRES, MORE OR LESS.

### **PARCEL 3**

THAT PART OF N. FIELD BOULEVARD 116.00 FEET WIDE, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG SAID EAST LINE OF N. FIELD BOULEVARD (SAID N. FIELD BOULEVARD BEING HERE 60.00 FEET WIDE) A DISTANCE OF 110.41 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 6.02 FEET TO AN INTERSECTION WITH A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. FIELD BOULEVARD AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTH 85 DEGREES 04 MINUTES

41 SECONDS EAST, A DISTANCE OF 22.08 FEET TO AN INTERSECTION WITH THE EAST LINE OF N. FIELD BOULEVARD, 116.00 FEET WIDE AS ESTABLISHED BY SAID LAKESHORE EAST SUBDIVISION; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 42.99 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 36 DEGREES 45 MINUTES 40 SECONDS WEST, A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. FIELD BOULEVARD, 60.00 FEET WIDE; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 28.85 FEET TO THE POINT OF BEGINNING, ALL IN COOK

COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 870 SQUARE FEET, 0.020 ACRES, MORE OR LESS.

#### **PARCEL 4**

THAT PART OF N. FIELD BOULEVARD, 116.00 FEET WIDE, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF N. FIELD BOULEVARD, 60.00 FEET WIDE, AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 110.41 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 6.02 FEET TO AN INTERSECTION WITH A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE ON N. FIELD BOULEVARD, 60 FEET WIDE, AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL;

17

43752-001)1 0001/12"70")448 23

THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG THE SOUTHWARD EXTENSION OF THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 28.85 FEET; THENCE SOUTH 36 DEGREES 45 MINUTES 40 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF N. FIELD BOULEVARD, 116.00 FEET WIDE; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 17.01 FEET TO THE NORTHWEST CORNER OF LOT 13 IN SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 89 DEGREES 54 MINUTES 21 SECONDS WEST A DISTANCE OF 116.00 FEET TO THE NORTHEAST CORNER OF LOT 14 (SAID CORNER ALSO BEING ON THE WEST RIGHT OF WAY OF N. FIELD BOULEVARD, 116.00 FEET WIDE) IN SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG THE



WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 17.04 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 12.00 FEET; THENCE NORTH 45 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 22.63 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF N. FIELD BOULEVARD, 60.00 FEET WIDE; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 34.40 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 66.23 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY , ILLINOIS, SAID ABOVE PARCEL CONTAINING 5,342 SQUARE FEET, 0.123 ACRES MORE OR LESS.

PROPERTY ADDRESS: South of Wacker Drive, Chicago, Illinois

PERMANENT INDEX NUMBER: 17-10-318-048  
-0000

18

43752-0001 000I/I2970944X23

## **EXHIBIT 2 PRIVILEGE AREAS**

19

**EXHIBIT 3**

**STREETSCAPE IMPROVEMENTS**

1. Roadway surface installation to the extent not performed in accordance with CDOT standards
2. Sidewalk and plaza installation to the extent not performed in accordance with CDOT standards
3. Crash-walls and railings to the extent not performed in accordance with CDOT standards
4. Street furniture installation (as required by approved PD 70, or as additionally elected by Lakeshore East)
5. Planters and plantings (as required by approved PD 70 or as additionally elected by Lakeshore East)
6. Lighting improvements to the extent not performed in accordance with CDOT standards
7. Painting to the extent not performed in accordance with CDOT standards

20

43752-0001 0001/129700448 23

#### **EXHIBIT 4**

#### **VIADUCT WORK**

All items shall be completed to "CDOT standard" which mean that all materials and work shall be designed, installed and constructed in accordance with a) the most current version of the CDOT's Regulations for Opening, Repair and Construction in the Public Way and its appendices and correlated standards of other departments, or the successor standards or publication adopted by CDOT or such other department ("CDOT Standards Manual"), b) the current AASHTO standards, and c) the current I DOT standards.

Notwithstanding the foregoing, certain items below are indicated by the words "subject to Lakeshore East's election to treat as Streetscape Work." This means that Lakeshore East, without being relieved of its obligation to provide such as Viaduct Work, may propose substitute materials or substitute work that do not meet the provisions of the CDOT Standards Manual or those current I DOT standards that are related solely to aesthetic or maintenance concerns, or both. In such case, CDOT will review such items for approval. Upon CDOT approval, such materials and work may be substituted by Lakeshore East, provided that all such items will not be turned over to City upon completion, but will continue to be owned and maintained by Lakeshore East as Streetscape Improvements as if they were listed on Exhibit 3, subject to all the provisions applicable to Streetscape Improvements.

##### **A. Scope at Existing Upper Wacker Bridge - in connection with Streetscape Improvements**

1. Roadway re-surfacing with latex modified concrete, subject to Lakeshore East's election to utilize pavers in certain areas which pavers would be treated as Streetscape Work.

2. Remove and replace structural concrete deck areas at area delineated in Exhibit 2.1 as Area A.
3. Remove and replace sidewalk, subject to Lakeshore East's election to treat as Streetscape Work
4. Reconfiguration of roadway to provide connections to Lakeshore East's Building
5. Structural improvements required solely due to installations herein described or as otherwise agreed, including Streetscape Work
6. Remove and replace crash-walls and railings, subject to Lakeshore East's election to treat as Streetscape Work.
7. Remove and replace lighting subject to Lakeshore East's election to treat as Streetscape Work.
8. Painting of support structures due to structural improvements in Area A on Exhibit 2.1
9. Installation of expansion joint along the building property line

21

4,"?7?2-0(>0] (0001/12970<J44S 2,'i

- B. Scope at Proposed Upper Wacker Bridge Extension - in connection with Streetscape Improvements
  1. Structural improvements required to support new bridge structure and support Streetscape Improvements to be located on new bridge structure.
  2. Roadway, plaza and sidewalks, subject to Lakeshore East's election to treat as Streetscape Work
  3. Crash-walls and railings ,subject to Lakeshore East's election to treat as Streetscape Work
  4. Lighting, subject to Lakeshore East's election to treat as Streetscape Work
  5. Drainage
  6. Painting of support structures due to structural improvements
  7. Installation of a new expansion joint along column line 130
- C. Scope at Sub E. Wacker Roadway - in connection with Streetscape Improvements
  1. Reconfiguration of roadway and sidewalks to provide connections to Lakeshore East's Building
  2. Painting of support structures , subject to Lakeshore East's election to treat as Streetscape Work
  3. Remove and replace lighting subject to Lakeshore East's election to treat as Streetscape Work
  4. Removal of portion of existing fence located at the north border of Sub E. Wacker Drive to allow connection to the riverwalk
- D. Scope at Lower Field Boulevard Roadway - in connection with Streetscape Improvements
  1. Reconfiguration of roadway and sidewalks to provide connections to Lakeshore East's Building
  2. Remove and replace lighting subject to Lakeshore East's election to treat as Streetscape Work
  3. Removal of existing landscape materials (as required by approved PD 70)
- E. Scope at Existing Upper Wacker Drive Bridge, Existing Lower Wacker Drive Bridge, Existing Sub Wacker Drive, Riverwalk and adjoining public properties - Additional Structural Rehabilitation and Other Improvements ("Additional Viaduct Work")
  1. Remove and replace the existing structural concrete deck between column lines 128 and 130 as shown in Exhibit 4.1.
  2. Remove and replace the existing expansion joint along column line 128.
  3. Remove and replace the existing drainage system that is impacted by the replacement of the concrete deck between column lines 128 and 130.
  4. Paint the structural steel between column lines 128 and 130.

5. Remove and reinstall/replace electrical hand hold/man holes as required.

6. Additional Rehabilitation Work to be agreed upon by Lakeshore East and the City, subject to CDOT approval.

22

43752-OOOI 00()//I297()W4X 23

23

43752-1)001.00(11/I297(W44S 23

## **EXHIBIT 5**

**SOLE ORDER ESCROW [to be attached when executed]**

## EXHIBIT 6-A

### INSURANCE DURING WORK PERIOD

#### (Construction Insurance)

As and when required by the Agreement, Lakeshore East shall procure and maintain, or cause to be procured and maintained, at its own expense, policies of insurance specified below with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement, whether performed by the Lakeshore East or its contractor or subcontractors ("Contractor"). The kinds and amounts of insurance required are as follows:

#### A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under the Agreement and Employers Liability coverage with limits of not less than \$1,000,000 (which limit can be met through combination of primary and umbrella) each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000.000 per occurrence for bodily injury, personal injury, and property damage liability, which limits can be met through combination of primary and umbrella insurance. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent

The City of Chicago and Lakeshore East are to be named as additional insured's under the Contractor's and any subcontractor's policy. Such additional insured coverage shall be provided for the City of Chicago with respect to Contractor on ISO endorsement form CG2026 and with respect to Contractor's subcontractors, the forms CG 2010 and 2037 (or their equivalent) for ongoing operations or on a similar additional insured form acceptable to the City of Chicago. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City of Chicago and Lakeshore East. Contractor must ensure that the City of Chicago and Lakeshore East are additional insured's on insurance required from subcontractors.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

43752-000I 00(JI/I297(W-MK 23

3) Owner's and Contractor's Protective Liability

With respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating the City of Chicago as named Insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily Injuries or death of all persons and for damage to or destruction of property.

4) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago and Lakeshore East are to be named as additional insured's on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

5) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include material stored off-site and in-transit, water including overflow, leakage, sewer backup or seepage, collapse, debris removal, damage to adjoining and existing property. The City of Chicago and Lakeshore East are to be named as loss payee with respect to property owned by the City of Chicago.

The Contractor is responsible for all loss or damage to City of Chicago and Lakeshore East property at full replacement cost that results from the work to be performed pursuant to the Agreement to which this exhibit is attached.

6) Professional Liability

When any architects, engineers, construction managers or other professional consultants engaged by Contractor to perform work in connection with the Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained or cause to be maintained, with limits of not less than \$2,000,000. Coverage must include pollution liability if environmental site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subconsultants performing professional services for the consultant must maintain limits of not less than \$1,000,000 with the same terms herein.

The City of Chicago agrees that this requirement may be satisfied by the enrollment of the applicable architect, engineer, construction manager or other professional consultant

437S2-000I 0(J0I/I297I)'>44X 23

in a project specific professional liability policy to be procured and maintained by Owner's architect.

7) Valuable Papers.

When any plans, designs, drawings, media, specification, data, records, reports specifications other documents are produced or used under the Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records. Such coverage may be satisfied by sublimit within the Contractor's Builder's Risk policy.

8) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided or cause to be provided, covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Agreement to which this exhibit is attached with limits of not less than \$2,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work performed pursuant to the Agreement to which this exhibit is attached. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago and Lakeshore East are to be named as an additional insured's on a primary, non-contributory basis.

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the City of Chicago, Department of Transportation, Attn. Commissioner Office, 30 North LaSalle Street, Room 1100, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of Contractor's Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of its Contract. The receipt of any certificate does not constitute agreement by the City of Chicago that the insurance requirements set forth in this Exhibit have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City of Chicago to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of Chicago any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the provisions of this Exhibit. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement to which this Exhibit is attached, and the City retains the right to stop work until proper evidence of insurance is provided.

The Contractor must provide for 60 days prior written notice to be given to the City of Chicago in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self -insured retentions on referenced insurance coverages must be borne by Contractor.

43752-0001 000I/I2070944X 23

The Contractor waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives and against Lakeshore East.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities



specified herein or by law.

Any insurance or self-insurance programs maintained by the City of Chicago and Lakeshore East do not contribute with insurance provided by the Contractor.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If the Contractor maintains higher limits than the minimums shown above, the City of Chicago and Lakeshore East requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Chicago and Lakeshore East.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this exhibit. Contractor must ensure that the City of Chicago is named as an additional insured on Endorsement CG 2010 and 2037 (or their equivalent) of the insurance required from subcontractors.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to reasonably modify, delete, alter or change these requirements to the extent commercially reasonably available at the time required.

**EXHIBIT 6-B**

## INSURANCE AFTER WORK PERIOD

### Post Construction/On-Going Operation

As and when required by the Agreement, Lakeshore East shall procure and maintain or cause to be procured and maintained, at its own expense policies of insurance specified below with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement. The kinds and amounts of insurance required are as follows:

1) Workers Compensation and Employers Liability

If applicable, Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent)

The City of Chicago is to be named as an additional insured under Lakeshore East's and any contractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Lakeshore East's sole negligence or the additional insured's vicarious liability. Lakeshore East's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Lakeshore East must ensure that the City is an additional insured on insurance required from contractors.

Contractors (Excluding Construction General Contractor) performing work for Lakeshore East must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with

## 29

-13752-000! 0001/120700418 23

work to be performed, Lakeshore East must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Contractors (Excluding Construction General Contractor) performing work for Lakeshore East must maintain limits of not less than \$1,000,000 with the same terms herein.

#### 4 Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work or services in connection with this Agreement, Professional Liability Insurance covering act, errors or omissions must be maintained or must cause to be maintained, with limits of not less than \$2,000,000. Coverage must include pollution liability if environmental site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The City of Chicago agrees that this requirement may be satisfied by the enrollment of the applicable architect, engineer, construction manager or other professional consultant in a project specific professional liability policy to be procured and maintained by Owner's architect.

#### **ADDITIONAL REQUIREMENTS**

Prior to the use of the completed Streetscape Improvements, Lakeshore East must provide and cause its contractors to provide the City of Chicago, Department of Transportation, Attn. Commissioner Office, 30 North LaSalle Street, Room 1100, Chicago, IL 60602-2570, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Lakeshore East is not a waiver by the City of any requirements for Lakeshore East to obtain and maintain the specified coverages. Lakeshore East shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Lakeshore East of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided.

Lakeshore East must provide for 30 days (or in the case of non-payment of premium, 10 days) prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Lakeshore East and contractors.

Lakeshore East hereby waives and agrees to require their insurers to waive their rights of

30

•13752-0001 OOOI/120700+tS 23

subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Lakeshore East in no way limit the Lakeshore East's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Lakeshore East under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification

language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Lakeshore East maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Lakeshore East. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Lakeshore East is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Lakeshore East must require contractors to provide the insurance required herein. All contractors are subject to the same insurance requirements of Lakeshore East unless otherwise specified in this Agreement. Lakeshore East must ensure the City is an additional insured on Endorsement CG 2010 of the insurance required from contractors.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to reasonably modify, delete, alter or change these requirements to the extent commercially reasonably available at the time required.

**Exhibit E**

**Easement Agreement For Building Supports And Upper Level Street In Field Boulevard**

**PREPARED BY AND AFTER**

**RECORDING**

**RETURN TO :**

**Perkins Coie LLP**

**131 S. Dearborn Street**

**Suite 1700**

Chicago, IL 60603  
Attention: Edward E. Wicks

EASEMENT AGREEMENT FOR BUILDING SUPPORTS AND UPPER LEVEL STREET IN  
FIELD BOULEVARD

This Agreement (the Agreement") is entered into as of this                      day of                      20                      , by and between the City of Chicago, an Illinois home rule municipal corporation, by and through its Department of Transportation ("CDOT") (the "City") and Lakeshore East LLC, an Illinois limited liability company ("Grantee").

*Witnesseth:*

Whereas, the Grantee is the current owner of parcels of property located at the intersection of Field Boulevard and Wacker Drive including vacated air rights located above dedicated Field Boulevard, all as more fully described on Exhibit 1 which is attached and incorporated ("Grantee's Parcel"); and

Whereas, the City holds in trust for the people of the State of Illinois fee. title in and to certain dedicated public ways adjacent to or in the vicinity of Grantee's Parcel which are known as E. Waterside Drive, Field Boulevard and Wacker Drive in the City of Chicago, County of Cook and State of Illinois (collectively, the "Public Way"), including the portion of the Public Way designated as Easement Area A in Exhibit 2 which is attached and incorporated ("Support Easement Area") and the portion of the Public Way designated as Easement Area B in Exhibit 2 which is attached and incorporated ("Street Easement Area") (the Street Easement Area and Support Easement Area are together referred to as the "Easement Areas"); and

Whereas, the Grantee, or its successors, and/or assigns, intend to develop a building and improvements in and on the Grantee's Parcel, pursuant to and in compliance with Planned Development No70 approved by Chicago City Council on December 9 2015, and published in the Journal of Proceedings for said date at pp. 15687-15826 ("Planned Development") (such building and improvements are referred to as the "Grantee's Building"); and

43752-0002/17607331 23

Whereas, under the Planned Development, Grantee is obligated to build and open for public use an upper level street, pedestrian walkway and related improvements extending from Upper Level E. Waterside Drive to Upper Level Wacker Drive ("Upper Level Street"); and

Whereas the Upper Level Street will pass through Grantee's Parcel, a portion of Public Way consisting of dedicated Field Boulevard, and an adjacent parcel owned by another owner ("Adjacent Parcel"); and

Whereas, the Grantee has requested that the City grant it an easement under, on, over and through the Easement Areas for purposes of (i) constructing and maintaining support structures for Grantee's Building, and (ii) constructing and maintaining the Upper Level Street; and

Whereas those portions of the Upper Level Street to be located in the Grantee's Parcel and on the Adjacent

Parcel will be developed pursuant to a separate easement agreement between City and Grantee;

Now, therefore, in consideration of mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1) Grant of Easement in Public Way. In consideration of the payment of \$10.00 and other good and valuable consideration, including performance of the terms and conditions of this Agreement, and subject to the terms and conditions of this Agreement, the City hereby grants to Grantee an easement ("Easement") as follows:

i) to use and occupy the Support Easement Area for purposes of placing, constructing, reconstructing, maintaining, repairing, replacing, modifying, supplementing, relocating, removing and operating facilities and improvements providing support for Grantee's Building, including the Upper Level Street, constructed in or on Grantee's Parcel, including bells, caissons, caisson caps, columns, piers, footings, foundations, girders, gussets, brackets, structures, ties, braces and other similar supports, in accordance with the Approved Plans as defined in Section 3 and the Planned Development (collectively, the "Support Structures"), and

ii) to use and occupy the Street Easement Area for purposes of placing, constructing, reconstructing, maintaining, repairing, replacing, modifying, supplementing, relocating, removing and operating the Upper Level Street, including facilities and improvements providing support for or operation of the Upper Level Street (e.g., bells, caissons, caisson caps, columns, piers, footings, foundations, girders, gussets, brackets, structures, ties, braces and other similar supports), and including drainage, utility and other related improvements, all in accordance with the Approved Plans as defined in Section 3 and the Planned Development (collectively, the "Street Structures")(the Support Structures and Street Structures are collectively referred to as the "Structures"). The grant of the Easement for the Upper Level Street is subject to a reservation of right by the City to utilize, and allow the public to utilize, the Upper Level Street as a public way.

•13752-0002/17607331 23

## 2) Property interests

- a) The Easement is appurtenant to and shall run with the Grantee's Parcel.
- b) The Easement shall commence upon the commencement of substantial construction of the Grantee's Building provided that such substantial construction of the Grantee's Building commences within two years of approval of the Approved Plans. The Easement shall terminate on the one year anniversary of the date that either i) the Grantee's Building has been substantially removed or destroyed or ii) all of the Structures are removed from the Easement Areas, provided, however, that the Easement will not terminate if during such one year period (i) substantial repair or reconstruction of the Grantee's Building has commenced, and it is thereafter diligently pursued, or (ii) Grantee has submitted plans and specifications for another building or structure in accordance with Section 3.a. of this Agreement, and, within 3 years of the removal or destruction, has commenced substantial construction of such replacement building or structure in accordance with plans approved in accordance with Section 3.a. of this Agreement.
- c) Upon reasonable request by the other, City and Grantee each agree to promptly execute a

confirmation of the commencement, continuation or termination of the Easement.

- d) Except as otherwise provided in this Agreement, the City shall not undertake any activity or use, or authorize any activity or use of the Easement Areas, which substantially interferes with Grantee's rights hereunder.
- e) The Grantee warrants to the City that it has sufficient title and interest in and to the Grantee's Parcel to enter into this Agreement and bind Grantee's Parcel to the obligations in this Agreement.
- f) The Easement granted pursuant to this Agreement constitutes a contemporaneous grant of interest in real property and is not executory in nature.

3) Grantee's Construction Obligations.

- a) Prior to constructing, installing or substantially altering any of the Structures, Grantee shall obtain City's approval of the plans and specifications for such Structures. City agrees that its approval of the submitted plans and specifications will not be unreasonably withheld or delayed, and will be limited to matters that would unreasonably adversely affect use of the Public Way or the Upper Level Street, including the underground utilities and other underground public service utility facilities, including pipes, wires, cables, conduits, manholes and other underground facilities used in connection with the underground flow, transmission,

43752-0002/176073.)) 23

and distribution of electricity, communications, sounds, signals, natural gas, water (including potable, chilled, and heated), sewage, storm water, and other public utility services located in the Easement Areas or the adjacent Public Way. Upon approval by City such plans and specifications shall be known as the "Approved Plans". Notwithstanding the foregoing, the City's approval does not constitute the approval required by the City's Department of Buildings ("DOB") or any other City department pursuant to ordinance or statute; nor does the approval by City pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the on the Grantee's Parcel, the Easement Areas, or the Public Way.

- b) Upon commencing any work on the Structures or Grantee's Building within the Public Way, including the Easement Areas, Grantee shall diligently pursue completion of such work and shall complete substantially such work within five years of such commencement.
- c) The Grantee expressly agrees and warrants that the Structures and Grantee's Building shall be designed, constructed, installed, reconstructed, maintained, repaired, replaced, modified, supplemented, relocated, removed and operated at all times in compliance with all applicable federal, state and local laws and regulations ("Law").
- d) The Grantee shall be responsible for obtaining approvals of or making suitable arrangements with (including payment to) the persons or entities owning or controlling any currently existing utility or public service facility (or replacements or upgrades thereof in currently existing locations) that is duly authorized to occupy the Public Way and is required to be removed, relocated, altered, additionally maintained or restored because of the Structures or any work thereto ("Utility Facilities").

- e) The Grantee shall secure all necessary building, public way and other permits required by Law ("Permits"). In addition to all obligations thereunder, all work shall be subject to the City's right to monitor the work at all times and shall be performed to the reasonable satisfaction of the Commissioner of CDOT and in accordance with the Municipal Code of Chicago.
- f) Removal and Restoration. Within one year of the termination stated in Section 2.b. above, the Grantee, without cost or expense to the City, shall diligently complete the removal of the Structures from the Easement Areas and the Public Way, and all other improvements, equipment and facilities that have been located in the Easement Areas or the Public Way by Grantee, or by another party pursuant to authority of or permission by Grantee (any such authorized or permitted party, a "Grantee Party"). In addition, Grantee shall restore or cause the restoration of the Public Way to the extent altered or disturbed by Grantee or a Grantee Party; provided, however, that this obligation to remove and restore may be superceded

43752-1)002/17607331 23

by a repair, reconstruction, or submission that rescinds the termination as provided in Section 2.b.

#### 4) Grantee's Use, Operation and Maintenance Obligations.

- a) The Grantee shall maintain the Structures and the Grantee's Building at its expense and in accordance with Law.
- b) The Grantee shall use, operate, maintain repair and replace the Grantee's Building and the Structures so that they do not unreasonably interfere with any legally authorized use of the Public Way, including the Easement Areas, by the City, the public, or any person or entity authorized by City or by Law to use or occupy the Public Way ("Unreasonable Interference"). Unreasonable Interference shall include the closing or restriction of Lower Level Field Boulevard or the Street Structures or any portion thereof for periods longer or areas greater than those determined by the Commissioner as reasonably necessary or appropriate to construct, install, use, operate, inspect maintain, repair or replace the Structures or the Grantee's Building; provided, however, that any request by Grantee to close a portion of the Public Way for periods which, in the reasonable opinion of the Commissioner, are reasonably necessary to safely construct or maintain the Structures or any portion of the Grantee's Building shall not be unreasonably withheld or denied. Unreasonable Interference shall also include Grantee's failure to provide or ensure reasonable access to or reasonable coordination and cooperation with the City or any person or entity authorized by City to install, construct, maintain, repair or replace any Utility Facilities in the Public Way, all as provided herein.
- c) The Grantee shall cooperate with the City concerning the coordination of uses of the Public Way, including reasonable responses to inquiries and attending meetings and site visits necessary to ensure the use of the Easement Areas by Grantee does not interfere with the use of the Public Way.
- d) The Grantee shall pay for all expenses actually incurred and those reasonably necessary or appropriate for the operation of the Structures within the Easement Areas in accordance with, this Agreement, including the cost of providing and operating lighting, drainage, water service, and other services.



- e) The Grantee acknowledges that City is not responsible for placing, constructing, reconstructing, maintaining, repairing, replacing, modifying, supplementing, relocating, removing and operating or for security in or of the Structures, and City has no obligations with respect thereto.
- f) In the event that the condition of the Structures or the buildings and structures supported by them have not been used, operated, maintained, repaired or replaced in compliance with this Agreement, then City may send Grantee written notice of such noncompliance. In the event that such noncompliance is not cured within thirty (30) days after receipt of such notice of noncompliance, then City may cause the

43752-0002/1760733 | 23

correction of the noncompliance and Grantee shall reimburse City its costs reasonably incurred in making such corrections within 10 days of receipt of a notice from City detailing such costs and demanding payment therefor by Grantee; provided however, in the event of noncompliance cannot reasonably be cured by Grantee within such thirty (30) days after written notice, and Grantee has notified the City of such fact along with an estimate of the time needed for completion of the correction, and Grantee is proceeding diligently to make the correction, then Grantee shall have such additional time as is reasonably necessary to cure said noncompliance.

- g) Notwithstanding the foregoing and Section 7 below, in the event that the noncompliance raises or substantially contributes to a substantial risk of imminent injury or death of any person, or substantial damage to or destruction of property ("Emergency"), then City may provide such notice to Grantee as is reasonable under the circumstances, including telephone and/or email notices. Upon receipt of such notice, Grantee shall immediately take all reasonable actions necessary or appropriate to address the Emergency and Grantee shall grant City access to the Easement Areas and the Grantee's Parcel to take all reasonable actions to address the Emergency. To the extent the City's actions were taken in reasonable response to Grantee's noncompliance in an Emergency, then Grantee shall reimburse City for all costs incurred in connection with such response within 10 days of receipt of a notice from City detailing such costs and demanding payment therefor by Grantee.

5) Indemnity. To the full extent of the law, Grantee hereby agrees to indemnify, hold harmless and defend City, its officials, officers, employees, and agents from and against any and all actual claims, demands, damages, lawsuits, legal proceedings, losses, liens, liabilities, judgments, orders or decrees, and all costs and expenses (including, without limitation, actual attorneys' fees, court costs, and other reasonable expenses related to litigation incurred in compliance with this Section 5)("Claims"), arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to any natural person, or the property of any person, arising out of, or occurring in any manner relating to the use of the Easement Areas by Grantee, its employees, agents, and contractors ("Grantee Parties"). In the event City receives notice of a claim or initiation of any legal action against City or its agents that it desires to be covered by this indemnity, City shall notify Grantee and tender said defense to Grantee. In such event, Grantee shall appear in City's name and shall vigorously defend such action or claim at Grantee's own expense. City shall cooperate with Grantee in the defense thereof; provided however, that following tender of the defense, City shall have the right at its own cost to participate in the defense with Grantee in any such legal action, and no settlement of any such claim or actions shall be entered into by Grantee that would impose obligations on, or have an adverse effect on, City without the consent of City, which consent shall not be unreasonably withheld or denied. This indemnity shall not be the exclusive remedy of the City, and City shall maintain whatever other right of indemnity it may have under common law, by statute, or by ordinance.

To the extent permissible by law, Grantee waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any losses, including any claim by an employee of Grantee that may be subject to the Workers

43752-0002/17A07331 23 (5

Compensation Act, 820 ILCS 305/1 et seq or any other law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991)).

This indemnity shall survive termination of the Easement or this Agreement but it shall not apply to Claims arising from the use of the Easement Area by Grantee Parties that occurs after such termination.

6) Insurance.

a. During the work:

Prior to the commencement by Grantee of any work in the Public Way, including placing, constructing, reconstructing, maintaining, repairing, replacing, modifying, supplementing, relocating, removing and operating Structures, the Grantee shall procure and maintain, or cause to be procured and maintained, at all times and continuing until the completion of such work, including any period when any contractor is required to return to complete or correct such work ("Work Period"), all of the types and coverages of insurance specified in Exhibit 3-A which is attached and incorporated.

b. Following completion of the work:

Following the end of the Work Period described in subsection a above, Grantee shall notify the City in writing of such fact, and upon City's inspection and confirmation of the actual completion of the work, Grantee shall procure and maintain, or cause to be procured and maintained, in respect of the Structures all of the types and coverages of insurance specified in Exhibit 3-B. In the event that any contractor is needed to return to complete the work, the Work Period shall be deemed to have been extended to include such time.

7) Notices. Except in case of Emergency described above, any and all notices or other communications required or permitted pursuant hereto shall be in writing and shall be deemed to have been given upon receipt. Notices shall be addressed to Grantee and City at their respective addresses set forth below, or to such substitute address as Grantee or City may have designated by notice in accordance herewith:

If to City, at:

City of Chicago  
Department of Transportation  
30 North LaSalle Street, Room 1100  
Chicago, Illinois 60602  
Attn: Commissioner

With a copy to: Department of

Law  
121 North LaSalle Street, Room 600 Chicago, Illinois  
60602

Attn: Deputy Corporation Counsel  
Real Estate and Land Use Division

If to Grantee:

Manager  
Lakeshore East LLC 225 N. Columbus  
Drive Suite 100 Chicago, IL 60601

With a copy to:

John J. George  
Schuyler, Roche & Crisham, P.C Two Prudential  
Plaza 180 N. Stetson Avenue Suite 3700  
Chicago, Illinois 60601

Names, titles and Addresses shall be deemed changed only upon service of notice in accordance with this Section

8) Illinois Law. This Agreement has been negotiated, executed and delivered at Chicago, Illinois and shall be construed and enforced in accordance with the laws of Illinois, including the law of public trust with respect to the use and occupation of the Public Way.

9) Partial Invalidity. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.

10) Runs with the Land. All provisions hereof, including the benefits and burdens, shall run with the land of Grantee's Parcels and the Public Way, including the Easement Areas, and shall be binding upon and enforceable by, and shall inure to the benefit of City and Grantee and their respective successors and assigns. Upon a bona fide conveyance of all right, title and interest in the Grantee's Parcel to a successor owner, all obligations of performance from the date of conveyance shall be enforceable against the transferee and not against the transferor.

11) No Third-Party Beneficiaries. The Easement is intended solely for the benefit of the parties. No other person or entity shall have any rights hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

12) Force Majeure. The period within which a party is required to perform an obligation hereunder shall be extended by the other party to the extent caused by Unavoidable

43752-0002/1760733123 §

Delays, commencing on the date that such party delivers to the other party a written notice describing in detail the Unavoidable Delay and its specific effect on the first party's ability to perform the obligation. As used herein "Unavoidable Delays" shall mean delays due to strikes, lockouts, labor troubles, inability to procure labor or materials or reasonable substitutes therefor, failure of power, fire or other casualty damage, war or civil disorder, or other causes beyond the reasonable control of the party delayed; provided, however, that Unavoidable Delays hereunder shall not include delays resulting from changes in economic or market conditions, or financial or internal problems of the parties. This section shall not apply to any obligation stated with respect to an "Emergency" as provided in Section 4g of this Agreement nor to the obligation to indemnify as provided in Section 5 of this Agreement nor to any obligation to pay money nor any obligation that can be reasonably satisfied by the payment of money.

43752-1)1.102/17607331 23

In Witness Whereof, Grantee and City have caused this Agreement to be executed by their duly authorized

officers, as of the day and year first written above.

Lakeshore East LLC, an Illinois limited liability company

By: \_ Name: Title:

City of Chicago, an Illinois home rule municipality

By:  
Name: ^  
Title: Commissioner of Transportation

Approved As To Form And Legality:

By:  
Name:  
Title: Special Assistant Corporation Counsel

43752-0002/17607331.23

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

J, , a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY, that , of LAKESHORE EAST



PARCEL 1

LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, AND ALSO EXCEPT THAT PART OF LOT 5 LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LOT 5 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 110.41 FEET TO AN ANGLE POINT IN SAID EAST LINE, SAID ANGLE POINT BEING ALSO AN ANGLE POINT IN THAT PART OF SAID LOT 5, LYING EAST OF SAID EAST LINE OF N. FIELD BOULEVARD; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, ALONG SAID EASTERLY LINE OF N. FIELD BOULEVARD AS ESTABLISHED BY SAID LAKESHORE EAST SUBDIVISION, A DISTANCE OF 6.02 FEET TO AN INTERSECTION WITH A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. FIELD BOULEVARD AS HERETOFORE DESCRIBED; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 103.50 FEET; THENCE NORTH 31 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 7.67 FEET TO AN INTERSECTION WITH SAID SOUTHERLY LINE OF E. WACKER DRIVE; THENCE NORTH 85 DEGREES 04 MINUTES 41 SECONDS WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

1

43752-0002/7607331 23

AND ALSO EXCEPTING THAT PART OF LOT 5 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PARCEL OF LAND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LOT 5 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 15.05 FEET; THENCE NORTH 34 DEGREES 53 MINUTES 29 SECONDS WEST, A DISTANCE OF 19.53 FEET TO AN INTERSECTION WITH SAID SOUTHERLY LINE OF E. WACKER DRIVE; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 11.24 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 2

THAT PART OF N. FIELD BOULEVARD, 116.00 FEET WIDE, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG SAID WEST LINE OF N. FIELD BOULEVARD (SAID N. FIELD BOULEVARD BEING HERE

43752-0002/17607331 23

60.00 FEET WIDE), A DISTANCE OF 110.41 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG THE SOUTHWARD EXTENSION OF SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 34.40 FEET; THENCE SOUTH 45 DEGREES 06 MINUTES 31 SECONDS WEST, A DISTANCE OF 22.63 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 12.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF N. FIELD BOULEVARD, 116.00 FEET WIDE AS ESTABLISHED BY SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 52.76; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 28.10 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED



PARCEL CONTAINING 1,316 SQUARE FEET, 0.030 ACRES, MORE OR LESS. I

### **PARCEL 3**

THAT PART OF N. FIELD BOULEVARD 116.00 FEET WIDE, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG SAID EAST LINE OF N. FIELD BOULEVARD (SAID N. FIELD BOULEVARD BEING HERE 60.00 FEET WIDE) A DISTANCE OF 110.41 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 6.02 FEET TO AN INTERSECTION WITH A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. FIELD BOULEVARD AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 22.08 FEET TO AN INTERSECTION WITH THE EAST LINE OF N. FIELD BOULEVARD, 116.00 FEET WIDE AS ESTABLISHED

43752-0002/17607331 23

BY SAID LAKESHORE EAST SUBDIVISION; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 42.99 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 36 DEGREES 45 MINUTES 40 SECONDS WEST, A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. FIELD BOULEVARD, 60.00 FEET WIDE; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 28.85 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 870 SQUARE FEET, 0.020 ACRES, MORE OR LESS.

### **PARCEL 4**

THAT PART OF N. FIELD BOULEVARD, 116.00 FEET WIDE, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF N. FIELD BOULEVARD, 60.00 FEET WIDE, AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 110.41 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 6.02 FEET TO AN INTERSECTION WITH A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE ON N. FIELD BOULEVARD, 60 FEET WIDE, AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG THE SOUTHWARD EXTENSION OF THE LAST DESCRIBED PARALLEL LINE, A

43752-0002/17607331 23

I

DISTANCE OF 28.85 FEET; THENCE SOUTH 36 DEGREES 45 MINUTES 40 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF N. FIELD BOULEVARD, 116.00 FEET WIDE; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 17.01 FEET TO THE NORTHWEST CORNER OF LOT 13 IN SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 89 DEGREES 54 MINUTES 21 SECONDS WEST A DISTANCE OF 116.00 FEET TO THE NORTHEAST CORNER OF LOT 14 (SAID CORNER ALSO BEING ON THE WEST RIGHT OF WAY OF N. FIELD BOULEVARD, 116.00 FEET WIDE) IN SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 17.04 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 12.00 FEET; THENCE NORTH 45 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 22.63 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF N. FIELD

BOULEVARD, 60.00 FEET WIDE; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 34.40 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 66.23 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY , ILLINOIS, SAID ABOVE PARCEL CONTAINING 5,342 SQUARE FEET, 0.123 ACRES MORE OR LESS.

PROPERTY ADDRESS: South of Wacker Drive, Chicago, Illinois

PERMANENT INDEX NUMBER: 17-10-318-048  
-0000

5

4.i752-(j0l)2/17A07.t3l 23

EXHIBIT 2

LEGAL DESCRIPTION OF SUPPORT EASEMENT AREA

EASEMENT AREA A

THAT PART OF LOT 5 TOGETHER WITH THAT PART OF N. FIELD BOULEVARD RIGHT OF WAY (BEING 60.00 FEET WIDE AND WIDENS TO 116 FEET) BEING ADJACENT TO AND ADJOINING SAID LOT 5, ALL IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PARTS LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PARTS TAKEN AS A WHOLE PARCEL WHICH IS BOUNDED AND

DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF N. FIELD BOULEVARD WHICH IS 6.97 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 14 IN SAID LAKESHORE EAST SUBDIVISION, SAID NORTHEAST CORNER. BEING ALSO ON THE WEST LINE OF SAID N. FIELD BOULEVARD; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 24.01 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID WEST LINE A DISTANCE OF 12.00 FEET; THENCE NORTH 45 DEGREES 06 MINUTES 31 SECONDS EAST A DISTANCE OF 22.63 FEET TO AN INTERSECTION WITH THE SOUTHWARD PROLONGATION OF SAID WEST LINE OF N. FIELD BOULEVARD; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID SOUTHWARD PROLONGATION AND ALONG SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 129.76 FEET; THENCE NORTH 34 DEGREES 53 MINUTES 29 SECONDS WEST, A DISTANCE OF 19.53 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 81.45 FEET; THENCE SOUTH 31 DEGREES 12 MINUTES 58 SECONDS WEST, A DISTANCE OF 7.67 FEET TO AN INTERSECTION WITH A LINE 6.00 FEET EAST OF AND PARALLEL WITH THE SAID EAST LINE OF N. FIELD BOULEVARD; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 132.35 FEET; THENCE SOUTH 36 DEGREES 45 MINUTES 40 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89

1

43752-0002/17607331 23

DEGREES 53 MINUTES 29 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH SAID EAST LINE OF N. FIELD BOULEVARD; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 24.01 FEET TO A POINT ON SAID EAST LINE WHICH IS 7.00 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 13 IN SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS WEST, A DISTANCE OF 116.00 FEET TO THE POINT OF BEGINNING. EXCEPTING FROM THE ABOVE DESCRIBED THAT PART LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 6.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID EXCEPTION BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF N. FIELD BOULEVARD WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY SAID PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 21.01 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 12.19 FEET; THENCE SOUTH 00 DEGREE 01 MINUTE 45 SECONDS WEST, A DISTANCE OF 140.50 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 23.00 FEET; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG A LINE WHICH IS 17.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 18.25 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE A DISTANCE OF 81.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS 18.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF N. FIELD BOULEVARD; THENCE

NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 18.25 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 35.00 FEET; THENCE NORTH 00 DEGREE 01 MINUTES 45 SECONDS EAST, A DISTANCE OF 140.50 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 16.31 FEET; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST OF AND PARALLEL WITH SAID WEST LINE, A DISTANCE OF 25.35 FEET TO AN INTERSECTION WITH SAID SOUTHERLY LINE OF E. WACKER DRIVE; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 51.68 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 13,537 SQUARE FEET. 0.311 ACRES. MORE OR LESS.

■13752-0002/17607331 23

**LEGAL DESCRIPTION OF STREET EASEMENT AREA**

**EASEMENT AREA B**

THAT PART OF N. FIELD BOULEVARD RIGHT OF WAY BEING 116.00 FEET WIDE, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 13 (SAID CORNER ALSO BEING ON THE EAST RIGHT OF WAY OF N. FIELD BOULEVARD) IN SAID LAKESHORE EAST SUBDIVISION; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 13, A DISTANCE OF 66.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 21 SECONDS WEST, A DISTANCE OF 116.00 FEET TO THE WEST LINE OF N. FIELD BOULEVARD (SAID WEST LINE BEING ALSO THE EAST LINE OF LOT 14 IN SAID LAKESHORE EAST SUBDIVISION); THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 66.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 14; THENCE NORTH 89 DEGREES 54 MINUTES 21 SECONDS EAST, A DISTANCE OF 116.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. SAID ABOVE DESCRIBED PARCEL CONTAINING 7,656 SQUARE FEET, 0.176 ACRES, MORE OR LESS..

43752-OO02/17MI7331 23

**EXHIBIT 3-A**  
**INSURANCE DURING WORK PERIOD**

(Construction Insurance)

As and when required by the Agreement, Lakeshore East shall procure and maintain, or cause to be procured and maintained, at its own expense, policies of insurance specified below with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement, whether performed by the Lakeshore East or its contractor or subcontractors ("Contractor"). The kinds and amounts of insurance required are as follows:

**A. INSURANCE TO BE PROVIDED**

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under the Agreement and Employers Liability coverage with limits of not less than \$1,000,000 (which limit can be met through combination of primary and umbrella) each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$20,000,000 per occurrence for bodily injury, personal injury, and property damage liability, which limits can be met through combination of primary and umbrella insurance. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent

The City of Chicago and Lakeshore East are to be named as additional insured's under the Contractor's and any subcontractor's policy. Such additional insured coverage shall be provided for the City of Chicago with respect to Contractor on ISO endorsement form CG2026 and with respect to Contractor's subcontractors, the forms CG 2010 and 2037 (or their equivalent) for ongoing operations or on a similar additional insured form acceptable to the City of Chicago. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City of Chicago and Lakeshore East. Contractor must ensure that the

City of Chicago and Lakeshore East are additional insured's on insurance required from subcontractors.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

3) Owner's and Contractor's Protective Liability

With respect to the operations performed by Contractor, an Owner's and Contractor's

43752-0002/17007331 23

Protective Liability policy designating the City of Chicago as named Insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries or death of all persons and for damage to or destruction of property.

4) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago and Lakeshore East are to be named as additional insured's on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

5) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include material stored off-site and in-transit, water including overflow, leakage, sewer backup or seepage, collapse, debris removal, damage to adjoining and existing property. The City of Chicago and Lakeshore East are to be named as loss payee with respect to property owned by the City of Chicago.

The Contractor is responsible for all loss or damage to City of Chicago and Lakeshore East property at full replacement cost that results from the work to be performed pursuant to the Agreement to which this exhibit is attached.

6) Professional Liability

When any architects, engineers, construction managers or other professional consultants engaged by Contractor to perform work in connection with the Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained or cause to be maintained, with limits of not less than \$2,000,000. Coverage must include pollution liability if environmental site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subconsultants performing professional services for the consultant must maintain limits of not less than \$1,000,000 with the same terms herein.

The City of Chicago agrees that this requirement may be satisfied by the enrollment of the applicable architect, engineer, construction manager or other professional consultant in a project specific professional liability policy to be procured and maintained by Owner's architect.

7) Valuable Papers.

43752-0002/17607331 23

When any plans, designs, drawings, media, specification, data, records, reports specifications other documents are produced or used under the Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records. Such coverage may be satisfied by sublimit within the Contractor's Builder's Risk policy.

8) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided or cause to be provided, covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Agreement to which this exhibit is attached with limits of not less than \$2,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work performed pursuant to the Agreement to which this exhibit is attached. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago and Lakeshore East are to be named as an additional insured's on a primary, non-contributory basis.

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the City of Chicago, Department of Transportation, Attn. Commissioner Office, 30 North LaSalle Street, Room 1100, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of Contractor's Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of its Contract. The receipt of any certificate does not constitute agreement by the City of Chicago that the insurance requirements set forth in this Exhibit have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City of Chicago to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of Chicago any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the provisions of this Exhibit. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement to which this Exhibit is attached, and the City retains the right to stop work until proper evidence of insurance is provided.

The Contractor must provide for 60 days prior written notice to be given to the City of Chicago in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self -insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives and against Lakeshore East.



The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and

'13752-0002/17607331 23

responsibilities specified herein or by law.

Any insurance or self-insurance programs maintained by the City of Chicago and Lakeshore East do not contribute with insurance provided by the Contractor.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If the Contractor maintains higher limits than the minimums shown above, the City of Chicago and Lakeshore East requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Chicago and Lakeshore East.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this exhibit. Contractor must ensure that the City of Chicago is named as an additional insured on Endorsement CG 2010 and 2037 (or their equivalent) of the insurance required from subcontractors.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to reasonably modify, delete, alter or change these requirements to the extent commercially reasonably available at the time required.

43752-0002/17607331 23

**EXHIBIT 3-B**  
**INSURANCE AFTER WORK PERIOD**

Post Construction/On-Going Operation

As and when required by the Agreement, Lakeshore East shall procure and maintain or cause to be procured and maintained, at its own expense policies of insurance specified below with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement. The kinds and amounts of insurance required are as follows:

1) Workers Compensation and Employers Liability

If applicable, Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent)

The City of Chicago is to be named as an additional insured under Lakeshore East's and any contractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Lakeshore East's sole negligence or the additional insured's vicarious liability. Lakeshore East's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Lakeshore East must ensure that the City is an additional insured on insurance required from contractors.

Contractors (Excluding Construction General Contractor) performing work for Lakeshore East must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Lakeshore East must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Contractors (Excluding Construction General Contractor) performing work for Lakeshore East must maintain limits of not less than \$1,000,000 with the same terms herein.

#### 4 Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work or services in connection with this Agreement, Professional Liability Insurance covering act, errors or omissions must be maintained or must cause to be maintained, with limits of not less than -\$2,000,000. Coverage must include pollution liability if environmental site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The City of Chicago agrees that this requirement may be satisfied by the enrollment of the applicable architect, engineer, construction manager or other professional consultant in a project specific professional liability policy to be procured and maintained by Owner's architect.

#### **ADDITIONAL REQUIREMENTS**

Prior to the use of the completed Structures, Lakeshore East must provide and cause its contractors to provide the City of Chicago, Department of Transportation, Attn. Commissioner Office, 30 North LaSalle Street, Room 1100, Chicago, IL 60602-2570, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Lakeshore East is not a waiver by the City of any requirements for Lakeshore East to obtain and maintain the specified coverages. Lakeshore East shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Lakeshore East of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided.

Lakeshore East must provide for 30 days (or in the case of non-payment of premium, 10 days) prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self -insured retentions on referenced insurance coverages must be borne by Lakeshore East and contractors.

Lakeshore East hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Lakeshore East in no way limit the Lakeshore East's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Lakeshore East under the Agreement.

43752-0002/17607331 23

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Lakeshore East maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Lakeshore East. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Lakeshore East is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Lakeshore East must require contractors to provide the insurance required herein. All contractors are subject to the same insurance requirements of Lakeshore East unless otherwise specified in this Agreement. Lakeshore East must ensure the City is an additional insured on Endorsement CG 2010 of the insurance required from contractors.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to reasonably modify, delete, alter or change these requirements to the extent commercially reasonably available at the time required.

J

43752-0002/17607331 23

Exhibit D  
East Wacker Drive and Lower Field Boulevard Privilege Area

<sup>1</sup> <sup>1</sup>  
^NOT IN SCOPE list

CHICAGORIVER □ BOSIMBUiaNG/NOI IN SCOPE

CHICAGO RIVERWALK -

• PROPOSED EXPANSION  
OF UPPER WACKER DRIVE ABOVE  
SUB WACKER DRIVE. WESTBOUND

S3

- J

r l l l

-L\_

1/11/2017  
SUB WACKER DRIVE EASTBOUND

I  
I

■ PARCaCLOWER;-:]]\_ • .1  
SOEWALK

PROPERTY LINE «-■

1" 1 1 1

y\\ 1^EXISTING BUILDING. \\\\

1 1

. \\ \\ \\ \\ \\ \\ \\ \\ \\ \\

I -5'-5-

W

i : i ;

WAtKVUY^|^

J08'-C

.JM'-IO¹

i  
I

EXISTING VEHICLE ~ IMPOUND LOT " X

UNE OF WACKER EXTENSION ABOVE

I

! . 1

Ox. o =J

CAISSON REINFORCEMENT; j , < " INCLUDED IN PRIVILEGE AREA)

EXHIBIT D pg 1 (of 2)

## WANDA VISTA HOTEL & RESIDENCES

EXISTING BUILDING / NOT IN SCOPE NOT IN SCOPE

EXISTING WACKER

BRIDGE CONSTRUCTION -

W-s-

ri f n ---- - . w o -  
'Ay > Hf-se-

i 7

AREA A

De

• S  
ii

WEST-BOUND J RAMP BELOW

EXISTING INTERMEDIATE WACKER DRIVE BELOW

PRIVILEGE AREA

PROPERTY LINE p

A/

i  
• i

|  
PARCEL C LEVEL OV

TX  
I 1

UPPER WATERSIDE DRIVE (PRIVATE ROAD)

U.

fa\ UPPER WACKER STREETSCAPE IMPROVEMENT PLAN 1" = 40'-0"  
elevation varies, approximately 56 s ceo

WANDA VISTA HOTEL & RESIDENCES

Exhibit F

Easement For Use Of Upper Level Street On Lakeshore East Parcels And Shoreham Parcel

PREPARED BY AND AFTER  
RECORDING  
RETURN TO:

Perkins Coie LLP  
131 S. Dearborn Street  
Suite 1700  
Chicago, IL 60603  
Attention: Edward E. Wicks

EASEMENT FOR USE OF UPPER LEVEL STREET ON LAKESHORE EAST  
PARCELS  
AND SHOREHAM PARCEL

This Agreement (the "Agreement") is entered into as of this            day of            20            , by and between Lakeshore East LLC, an Illinois limited liability company ("Lakeshore East"), and Shoreham Development Group LLC, a Delaware limited liability company ("Shoreham")(collectively, Shoreham and Lakeshore East are referred to as the "Grantors", and individually each is referred to as a "Grantor") and the City of Chicago, an Illinois home rule municipal corporation ("City"), by and through its Department of Transportation ("CDOT").

*Witnesseth:*

Whereas, Lakeshore East as a Grantor is the current owner of parcels of real property which are described in Exhibit 1 attached hereto and incorporated herein ("Lakeshore East Parcels"); and

Whereas, Shoreham as a Grantor is the current owner of a parcel of real property which is described in Exhibit 2 attached hereto and incorporated herein ("Shoreham Parcel")(collectively, the Lakeshore East Parcels, and the Shoreham Parcel are referred to as "Grantors' Parcels", and individually each is referred to as a "Grantor's Parcel"); and

Whereas, the City is the owner of dedicated public rights of way known as Upper Wacker Drive and East Waterside Drive in the City of Chicago, County of Cook and State of Illinois ("Public Way"); and

Whereas, pursuant to Planned Development No70 approved by Chicago City Council on December 9 2015, and published in the Journal of Proceedings for said date at pp. 15687-15826 ("Planned Development"), Lakeshore East is obligated to build and open for public use an upper level street, pedestrian walkway and related improvements ("Upper Level Street") on portions of the Lakeshore East Parcels which are described as Parcel 1 in Exhibit 3 which is attached hereto and incorporated herein ("Lakeshore East Easement Parcel") and on portions of the Shoreham Parcel described as Parcel 2 in Exhibit 3 which

43752-0001/128411742.28 2/29/ld

is attached hereto and incorporated herein ("Shoreham Easement Parcel")(collectively the Lakeshore East

Easement Parcel and the Shoreham Easement Parcel are referred to as the "Easement Parcels") (the parties hereby agreeing that at such time two years after the Upper Level Street is completed any party may request the others execute, and the other parties agree to so execute subject to their reasonable approval thereof, a recordable amendment to this Agreement whereby the lower limiting plane of the Easement Parcels is modified to reflect the surface level of the Upper Level Street as constructed and no other amendments to the Agreement); and

Whereas, the City has now requested that the Grantor grant it an easement in, on, over and through the Easement Parcels to utilize, and allow the public to utilize, the Upper Level Street as a public way;

Now, therefore, in consideration of the payment of \$10.00 and other good and valuable consideration, including the including the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1) Grant of Easement. Lakeshore East hereby grants to City a perpetual easement in, on, and through the Lakeshore East Parcels for purposes of utilizing, and allowing the public to utilize, the Lakeshore East Easement Parcel and the Upper Level Street located thereon as a public way subject to the terms and conditions of this Agreement ("Lakeshore East Easement"), provided it is understood that the easement in respect of portions of the Lakeshore East Parcels other than the Lakeshore East Easement Parcel portion thereof is limited to those portions of the Lakeshore East Parcel providing the underlying structural support of the Upper Level Street located on the Lakeshore East Easement Parcel. Shoreham hereby grants to City an easement in on, and through the Shoreham Parcel for purposes of utilizing, and allowing the public to utilize, the Shoreham Easement Parcel and the Upper Level Street located thereon as a public way subject to the terms and conditions of this Agreement ("Shoreham Easement")(collectively the Lakeshore East Easement and the Shoreham Easement are referred to as the "Easements"), provided it is understood that the easement in respect of portions of the Shoreham Parcel other than the Shoreham Easement Parcel portion thereof is limited to those portions of the Shoreham Parcel providing the underlying structural support of the Upper Level Street located on the Shoreham Easement Parcel.

2) Property interests.

- a) The Easements shall commence upon completion of construction of the Upper Level Street. Upon thirty (30) days' notice to City, Lakeshore East may terminate the Lakeshore East Easement at such time and to the extent that the City has terminated, without the consent of Lakeshore East, the Easement Agreement for Building Supports and Upper Level Street In Field Boulevard entered into by City and Lakeshore East on or about the date hereof in respect of any portion of the Upper Level Street that relies upon such easement for support. If the Lakeshore

East Easement shall terminate, then the Shoreham Easement shall terminate contemporaneously therewith, and promptly upon the request of Shoreham or Lakeshore, the parties hereto shall execute and deliver to Shoreham for recording at Lakeshore East's sole cost and expense, a suitable acknowledgment of such termination, in form and substance reasonably acceptable to the parties hereto. In addition, an Easement shall be suspended ("Suspended Easement")

- i) upon commencement of the Impacting Work described below, if not less than one hundred eighty (180) days' prior to such date, the Grantor owning such Easement Parcel ("Suspending Grantor")



serves notice on the City and the other Grantor ("Other Grantor") that the Suspending Grantor intends to substantially remove, renovate, repair or replace ("Impacting Work") any portion of any building or structure located on such Suspending Grantor's Parcel and which is located under, and/or underlying or supporting a portion of the Upper Level Street ("Underlying Structure"), and such Impacting Work requires the discontinuance of the use of a portion of Upper Level Street, and within 365 days of the notice, the Suspending Grantor commences such Impacting Work to the Underlying Structure, or

- ii) upon written notice if a Casualty Event as defined below, occurs such that it requires the discontinuance of the use of a portion of Upper Level Street.

Such Suspended Easement shall be reinstated and the Suspending Grantor shall cause the reinstallation, reconstruction and reopening of the Upper Level Street at such time as either the Suspending Grantor has completed the Impacting Work (other than removal) to the Underlying Structure, or repaired or restored the Underlying Structure following the Casualty Event, or has reoccupied or is using (for the intended purposes under a certificate of occupancy) any portion of the Underlying Structure that was subject to the Impacting Work or Casualty Event. As used herein "Casualty Event" means a sudden and unanticipated damage to or destruction of the Underlying Structure. In the event of a suspension of an Easement hereunder, the parties shall cooperate to suspend, redirect or re-route vehicular and pedestrian traffic accordingly.

- b) Upon reasonable request by a Grantor or City, Grantors and City shall execute a confirmation of commencement, continuation or termination of the Easements which may be recorded.
- c) The Grantors shall not undertake any activity or use of the Grantors' Parcels which substantially interferes with City's rights hereunder.
- d) Lakeshore East warrants to the City that it has sufficient title and interest in and to the Lakeshore East Parcels to enter into this Agreement and bind the Lakeshore East Parcels to the obligations in this Agreement. Shoreham warrants to the City that it has sufficient title and interest in and to the Shoreham Parcel to enter into this Agreement and bind the Shoreham Parcel to the obligations in this Agreement, including providing Lakeshore East with access to the Shoreham Parcel in accordance with Section 4 a hereunder.

-> j

43752-0001/I2X411742 2X 2/29/1ft

- e) The Easements granted pursuant to this Agreement constitute a contemporaneous grant of interest in real property and is not executory in nature.

### 3) Lakeshore East's Construction Obligations.

- a) Prior to constructing, installing or substantially altering any substantial portion of the Upper Level Street, including reinstallation or reconstruction pursuant to Section 2 a) above, Lakeshore East shall obtain City's approval of the plans and specifications for such work. City agrees that its approval of the submitted plans and specifications will not be unreasonably withheld or delayed, and will be limited to matters that would unreasonably adversely affect use of the Public Way or the Upper Level Street,

including the underground utilities and other underground public service utility facilities, including pipes, wires, cables, conduits, manholes and other underground facilities used in connection with the underground flow, transmission, and distribution of electricity, communications, sounds, signals, natural gas, water (including potable, chilled, and heated), sewage, storm water, and other public utility services located in the Easement Parcels or the adjacent Public Way. Upon approval by City of such plans and specifications, they shall be known as the "Approved Plans". Notwithstanding the foregoing, the City's approval does not constitute the approval required by the City's Department of Buildings ("DOB") or any other City department pursuant to ordinance or statute; nor does the approval by City pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Grantors' Parcels, the Easement Parcels, or the Public Way.

- b) Upon commencing any work on the Upper Level Street, Lakeshore East shall diligently pursue completion of such work and shall complete substantially such work within five (5) years of such commencement.
- c) Lakeshore East expressly agrees and warrants that the Upper Level Street shall be designed, constructed, installed, reconstructed, maintained, repaired, replaced, modified, supplemented, relocated, removed and operated at all times in compliance with all applicable federal, state and local laws and regulations ("Law").
- d) Lakeshore East shall be responsible for obtaining approvals of or making suitable arrangements with the persons or entities owning or controlling any currently existing utility or public service facility (or replacements or upgrades thereof in currently existing locations) that is duly authorized to occupy the Public Way and is required to be removed, relocated, altered, additionally maintained or restored because of the Upper Level Street or any work thereto ("Utility Facilities").

43752-0001/12841 1742 28 2/29/16

:) Lakeshore East shall secure all necessary building, public way and other permits required by Law ("Permits") in connection herewith. In addition to all obligations thereunder, all work shall be subject to the City's right to monitor the work at all times and shall be performed to the reasonable satisfaction of the Commissioner of CDOT and in accordance with the Municipal Code of Chicago.

#### Grantor's Maintenance obligations.

a) Lakeshore East, at its sole expense, shall maintain the Upper Level Street in clean, neat, usable and safe condition and repair, safe for public travel, and free from snow, ice and debris to the reasonable satisfaction of Shoreham and in accordance with Law, including the requirements and orders and directions of the Commissioners of Transportation, Streets and Sanitation, Buildings, and Business Affairs and Consumer Protection. Shoreham grants to Lakeshore East and its designees access to the Shoreham Parcel to the extent provided in the

operative agreements to which Lakeshore East and Shoreham are parties in connection therewith, and agrees to reasonably cooperate with Lakeshore East, in connection with the construction, maintenance, repair, replacement and renewal of the Upper Level Street located on the Shoreham Easement Parcel, provided that such rights of access shall be exercised so as not to unreasonably interfere with the use of and access to the Shoreham Parcel by Shoreham, its tenants, invitees, and contractors.

- b) Lakeshore East shall maintain the improvements on the Lakeshore East Parcels, including the Upper Level Street, in a manner that does not allow or cause unreasonable interference with any legally permitted use of the Public Way or the Upper Level Street by the City, the public, or any person or entity authorized to use or occupy the public way. Shoreham shall maintain the improvements on the Shoreham Parcel, other than the Upper Level Street, in a manner that does not allow or cause interference with any legally permitted use of the Public Way or the Upper Level Street by the City, the public, or any person or entity authorized to use or occupy the public way.
- c) The Grantors and City acknowledge that the grant of easement in this Agreement constitutes a grant of public way rights subject to the terms and conditions of this Agreement. Accordingly, subject to this Agreement, the City may regulate the access to and use of the Upper Level Street by the public, including by the Grantors, all in accordance with Law, provided Grantors shall not be denied rights that are the same as those of any other owner of property abutting a public way or the other rights, or the ability to perform obligations, provided for in this Agreement and such regulations shall not interfere with the use, operation, maintenance, repair, reconstruction, or replacement of the balance of the Grantors' Parcels subject to requirements of Law.
- d) The Grantors shall cooperate with the City concerning the coordination of uses of the Upper Level Street, including reasonable responses to inquiries and attending

-0001/12841 1742 28

meetings and site visits necessary to ensure the use of the Upper Level Street does not interfere with the use of the Public Way.

- e) Lakeshore East shall pay for all costs and expenses incurred with respect to the operation of the Upper Level Street, including utility costs.
- f) The Grantors acknowledge that City is not responsible for placing, constructing, reconstructing, maintaining, repairing, replacing, modifying, supplementing, relocating, removing and operating or for security in or of the Upper Level Street, and City has no obligations with respect thereto.
- g) In the event that the Upper Level Street, or the improvements, facilities or equipment in or on either of the Easement Parcels or the other portions of a Grantor's Parcel that are necessary to support or serve the Upper Level Street as required by this Agreement, have not been maintained in compliance with this Agreement, then City may send both Grantors a written notice of such noncompliance. In the

event that such noncompliance is not cured by Lakeshore East within thirty (30) days after receipt of such notice of noncompliance ("Lakeshore East Cure Period"), then City may cause the correction of the noncompliance and Lakeshore East shall reimburse City its costs and expenses reasonably incurred in making such corrections within ten (10) days of receipt of a notice from City detailing such costs and demanding payment therefor by Lakeshore East; provided however, that, in the event that noncompliance cannot reasonably be cured, or cause to be cured, by Lakeshore East within thirty (30) days after written notice, and Lakeshore East has notified the City of such fact along with an estimate of the time needed for completion of the cure, and Lakeshore East is proceeding diligently to make, or cause to be made, the cure, then the Lakeshore East Cure Period shall be extended by such additional time as is reasonably required and is stated in the notice, or a restated notice, to cure, or cause to be cured, said non-compliance. Notwithstanding the foregoing, if notice is sent that a portion of the Upper Level Street located on the Shoreham Easement Parcel or improvements, facilities or equipment that are necessary to support or serve the Upper Level Street located on the Shoreham Easement Parcel that are on the Shoreham Parcel are not being maintained in compliance with this Agreement and during the Lakeshore East Cure Period, Shoreham sends a notice to City and Lakeshore East of its intention to cure after the expiration of the Lakeshore East Cure Period, then Shoreham shall be given an additional thirty (30) days after the Lakeshore East Cure Period in order to cure such noncompliance (provided however, that, in the event that noncompliance cannot reasonably be cured, or cause to be cured, by Shoreham within thirty (30) days after written notice, and Shoreham has notified the City of such fact along with an estimate of the time needed for completion of the cure, and Shoreham is proceeding diligently to make, or cause to be made, the cure, then the cure period shall be extended by such additional time as is reasonably required and is stated in the notice, or a restated notice, to cure, or cause to be cured, said non-compliance.) prior to the City performing any corrective activities affecting the Shoreham Parcel or within the Shoreham Parcel Easement. Notwithstanding the foregoing, Shoreham shall have the right but not the obligation to perform such maintenance or cure.

■13752-0001/] 2841 1742.28 2/20/16

- h) Notwithstanding the foregoing, in the event that Grantors or City receive notice that the condition of the Upper Level Street, or the improvements, facilities or equipment in, on, over or under either of the Easement Parcels or the other portions of a Grantor's Parcel that are necessary to support or serve the Upper Level Street as required by this Agreement, causes or substantially contributes to a substantial risk of imminent injury or death of any person, or substantial property damage or destruction ("Emergency"), then Grantors and City shall provide such notices to the others as are reasonable under the circumstances, including telephone and/or email notices. In the event that Lakeshore East receives notice or becomes aware of such an Emergency, regardless of receipt of a notice under this section, Lakeshore East shall immediately take, or cause to be taken, all reasonable actions necessary to reduce and/or remove such Emergency and Grantors shall permit City to take all reasonable actions to reduce and/or remove the Emergency. In the event of an Emergency, if Lakeshore East has been provided notice in accordance with this subsection, then Lakeshore East shall reimburse City for all costs incurred in connection with such Emergency within 10 days of receipt of a notice from City detailing such costs and demanding payment therefor by Lakeshore East.

5) Indemnity. To the full extent of the Law, Lakeshore East hereby agrees to indemnify, hold harmless and defend City, its officials, officers, employees, and agents from and against any and all actual claims, demands, damages, lawsuits, legal proceedings, losses, liens, liabilities, judgments, orders or decrees, and all costs and expenses (including, without limitation, actual attorneys' fees, court costs, and other reasonable expenses related to litigation incurred in compliance with this Section 5)("Claims"), arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to any natural person, or the property of any person, arising out of, or occurring in any manner relating to the use of, activities in connection with, or the maintenance of or failure to maintain as provided herein, the Upper Level

Street by Lakeshore East. In the event City receives notice of a claim or initiation of any legal action against City or its agents that it desires to be covered by this indemnity, City shall notify Grantors and tender said defense to Lakeshore East which shall appear in City's name and vigorously defend such action or claim at Lakeshore East's own expense. City shall cooperate with Lakeshore East in the defense thereof; provided however, that following tender of the defense, City shall have the right at its own cost to participate in the defense with Lakeshore East and no settlement of any such claim or actions shall be entered into by Lakeshore East that would impose obligations on, or have an adverse effect on, City without the consent of City, which consent shall not be unreasonably withheld or denied. This indemnity shall not be the exclusive remedy of the City, and City shall maintain whatever other right of indemnity it may have under common law, by statute, or by ordinance. City shall look solely to Lakeshore East for performance under this Section 5.

To the extent permissible by law, Lakeshore East waives any limits to the amount of their obligations to indemnify, defend or contribute to any sums due under any losses, including any claim by an employee of Lakeshore East that may be subject to the

7

43752-0U01/128411742 28 2/2W16

!

!

Workers Compensation Act, 820 ILCS 305/1 et seq or any other law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991)).

This indemnity shall survive the termination of the Easements or this Agreement, but it shall not apply to Claims arising from the use of, activities in connection with, or the maintenance of or failure to maintain as provided herein, the Upper Level Street by Lakeshore East that occur after such termination.

6) Insurance.

a. During the work:

Prior to the commencement by Lakeshore East of any work on the Upper Level Street or within the Easement Parcels, including placing, constructing, reconstructing, maintaining, repairing, replacing, modifying, supplementing, relocating, removing and operating the Upper Level Street on the Grantors' Parcels, Lakeshore East shall procure and maintain, or cause to be procured and maintained, at all times and continuing until the completion of such work including any period when any contractor is required to return to complete or correct such work ("Work Period"), all of the types and coverages of insurance specified in Exhibit 4-A which is attached and incorporated.

b. Following completion of the work:

Following the end of the Work Period described in subsection a above, Lakeshore East shall notify the City in writing of such fact, and upon City's inspection and confirmation of the actual completion of the

work Lakeshore East shall procure and maintain, or cause to be procured and maintained, at all times continuing until the termination of the Easement and the removal of Upper Level Street all of the types and coverages of insurance described in Exhibit 4-B in respect of the Easement Parcels and the Upper Level Street. In the event that any contractor is needed to return to complete the work, the Work Period shall be deemed to have been extended to include such time.

7) Notices. Any and all notices or other communications required or permitted pursuant hereto shall be in writing and shall be deemed to have been given upon receipt. Notices shall be addressed to the parties at their respective addresses set forth below, or to such substitute address as a party may have designated by notice in accordance herewith:

If to City, at:

City of Chicago  
Department of Transportation  
30 North LaSalle Street, Room 1100  
Chicago, Illinois 60602  
Attn: Commissioner

43752-0001/128411742 28 2/20/1 (,

With a copy to:

Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attn: Deputy Corporation Counsel

Real Estate and Land Use Division

If to Lakeshore East:

Manager  
Lakeshore East LLC 225 N. Columbus Drive Suite 100 Chicago, IL 60601

With a copy to:

John J. George  
Schuyler, Roche & Crisham, P.C Two Prudential Plaza 180 N. Stetson Avenue Suite 3700

Chicago, Illinois 60601 If to Shoreham:

c/o PNC Bank, National Association, Attention: BIT Trust Officer One East Pratt Street, 5th Floor East  
Baltimore, Maryland 21202

With a copy to:

Michael Miselman Seyfarth Shaw LLP 131 S. Dearborn Street Suite 2400

Chicago, Illinois 60603-5577 and

Manager

Lakeshore East LLC 225 N. Columbus Drive Suite 100 Chicago, IL 60601

43752-0001/284 L17-12 28  
2/29/16

Names, titles and Addresses shall be deemed changed only upon service of notice in accordance with this Section.

8) Illinois Law. This Agreement has been negotiated, executed and delivered at Chicago, Illinois and shall be construed and enforced in accordance with the laws of Illinois, including the law of public trust with respect to the use and occupation of the Public Way.

9) Partial Invalidity. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.

10) Runs with the Land. All provisions hereof, including the benefits and burdens, shall run with the land of Grantors' Parcels and the Public Way, including the Easement Parcels, and shall be binding upon and enforceable by, and shall inure to the benefit of Grantors and City and their respective successors and assigns. Upon a bona fide conveyance of all right, title and interest in a Grantor's Parcels to a successor owner, all obligations of performance after the date of conveyance shall be enforceable against the transferee and not against the transferor.

11) No Third-Party Beneficiaries. The Easements are intended solely for the benefit of the parties. No other person or entity shall have any rights hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

12) Force Majeure. The period within which a party is required to perform an obligation hereunder shall be extended to the extent caused by Unavoidable Delays commencing on the date that such party delivers to the other party to which the obligation is owed a written notice describing in detail the Unavoidable Delay and its specific effect on such party's ability to perform the obligation. As used herein "Unavoidable Delays" shall mean delays due to strikes, lockouts, labor troubles, inability to procure labor or materials or reasonable substitutes therefor, failure of power, fire or other casualty damage, war or civil disorder, or other causes beyond the reasonable control of the party delayed; provided Unavoidable Delays hereunder shall not include delays resulting from changes in economic or market conditions, or financial or internal problems of the parties. This section not apply to any obligation stated with respect to an "Emergency" as provided in Section 4 of this Agreement, nor to the obligation to indemnify as provided in Section 5 of this Agreement, any obligation to pay money, or any obligation or problems that can be reasonably satisfied by the payment of money.

43752-0001/12X411742 28 2/29/16

i

I  
1 i

In Witness Whereof, City and each Grantor have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

Lakeshore East LLC, an Illinois limited liability company

By: \_ Name: Title:

Shoreham Development Group LLC, a Delaware limited liability company By: Lakeshore  
Shoreham LLC, its Managing Member

By:  
Name:  
Title:

City of Chicago, an Illinois home rule municipality

By:  
Name:  
Title: Commissioner of Transportation

Approved As To Form And Legality:

By:



Name:  
Title: Special Assistant Corporation Counsel

11

43752-0001/12X411742 2S 2/20/16

STATE OF ILLINOIS )

jss

COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY, that \_\_\_\_\_, \_\_\_\_\_ of LAKESHORE EAST  
LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name  
is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that  
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 entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20

Notary Public

My Commission Expires:

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY, that \_\_\_\_\_, \_\_\_\_\_ of Lakeshore Shoreham  
LLC, the Managing Member of SHOREHAM DEVELOPMENT GROUP LLC, a Delaware limited liability  
company, who is personally known to me to be the same person whose name is subscribed to the foregoing  
instrument, appeared before me this day in person and acknowledged that 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 entity, for the uses  
and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20

Notary Public

My Commission Expires:

437.S2-0001/I284I 1742 2S 2/2W16

STATE OF ILLINOIS COUNTY OF COOK

)  
)SS  
)

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY, that \_\_\_\_\_, Commissioner of Transportation of THE  
CITY OF CHICAGO, an Illinois home rule municipal corporation, who is personally known to me to be the  
same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and  
acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the  
free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of 20

Notary Public

My Commission Expires:

*mm \* \* %:Mmm:t-% i*

4.i752-00()l/1284JJ742 2X 2/29/Hi

I  
I  
I

**CONSENT TO EASEMENT (LAKESHORE EAST PARCELS)**

The undersigned is the holder of a Mortgage which was recorded September 3, 2013 with the Cook County Illinois Recorder as Document No. 1324645078 (together with the other loan documents related thereto, "Loan Documents"), and hereby consents to this Easement Agreement.

**The PrivateBank and Trust Company**

By:

Name:

Its:

STATE OF )

)SS

COUNTY OF )

I, , a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY, that , of The PrivateBank and  
Trust Company, who is personally known to me to be the same person whose name is subscribed to the  
foregoing instrument, appeared before me this day in person and acknowledged that 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  
entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this day of , 201 .

Notary Public

My Commission Expires:

43752-000I/1284I 1742 28 2/29/Ui

i

**CONSENT TO EASEMENT (SHOREHAM PARCEL)**

The undersigned is the holder of a Mortgage which was recorded September 11, 2006 with the Cook County Illinois Recorder as Document No 0625431071 (together with the other loan documents related thereto, "Loan Documents"), and hereby consents to this Easement Agreement.

**BANK OF AMERICA, N.A., a national banking association**

By:  
Name: Its:

STATE OF                    )  
                                  )SS  
COUNTY OF                )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY, that \_\_\_\_\_, \_\_\_\_\_ of BANK OF  
AMERICA, N.A., who is personally known to me to be the same person whose name is subscribed to the  
foregoing instrument, appeared before me this day in person and acknowledged that 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  
entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_\_.

Notary Public

My Commission Expires:

43752-0001/12841 1742 2X 2/29/16

## EXHIBIT 1

### **LEGAL DESCRIPTION OF LAKESHORE EAST PARCELS**

#### **PARCEL 1**

LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, AND ALSO EXCEPT THAT PART OF LOT 5 LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LOT 5 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 110.41 FEET TO AN ANGLE POINT IN SAID EAST LINE, SAID ANGLE POINT BEING ALSO AN ANGLE POINT IN THAT PART OF SAID LOT 5, LYING EAST OF SAID EAST LINE OF N. FIELD BOULEVARD; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, ALONG SAID EASTERLY LINE OF N. FIELD BOULEVARD AS ESTABLISHED BY SAID LAKESHORE EAST SUBDIVISION, A DISTANCE OF 6.02 FEET TO AN INTERSECTION WITH A LINE 6.00 FEET EAST OF AND PARALLEL WITH

SAID EAST LINE OF N. FIELD BOULEVARD AS HERETOFORE DESCRIBED; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 103.50 FEET; THENCE NORTH 31 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 7.67 FEET TO AN INTERSECTION WITH SAID SOUTHERLY LINE OF E. WACKER DRIVE; THENCE NORTH 85 DEGREES 04 MINUTES 41 SECONDS WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**I**

43752-0001/12841 1742 28 2/29/ lfi

i  
i  
i

ii

AND ALSO EXCEPTING THAT PART OF LOT 5 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF . RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PARCEL OF LAND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LOT 5 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF\*15.05 FEET; THENCE NORTH 34 DEGREES 53 MINUTES 29 SECONDS WEST, A DISTANCE OF 19.53 FEET TO AN INTERSECTION WITH SAID SOUTHERLY LINE OF E. WACKER DRIVE; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 11.24 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2**

THAT PART OF N. FIELD BOULEVARD, 116.00 FEET WIDE, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG SAID WEST LINE OF N. FIELD BOULEVARD (SAID N. FIELD BOULEVARD BEING HERE

43752-0001/J2X41 1742 2X 2/29/16

60.00 FEET WIDE), A DISTANCE OF 110.41 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG THE SOUTHWARD EXTENSION OF SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 34.40 FEET; THENCE SOUTH 45 DEGREES 06 MINUTES 31 SECONDS WEST, A DISTANCE OF 22.63 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 12.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF N. FIELD BOULEVARD, 116.00 FEET WIDE AS ESTABLISHED BY SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 52.76; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 28.10 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 1,316 SQUARE FEET, 0.030 ACRES, MORE OR LESS.

### **PARCEL 3**

THAT PART OF N. FIELD BOULEVARD 116.00 FEET WIDE, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG SAID EAST LINE OF N. FIELD BOULEVARD (SAID N. FIELD BOULEVARD BEING HERE 60.00 FEET WIDE) A DISTANCE OF 110.41 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 6.02 FEET TO AN INTERSECTION WITH A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. FIELD BOULEVARD AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 22.08 FEET TO AN INTERSECTION WITH THE EAST LINE OF N. FIELD BOULEVARD, 116.00 FEET WIDE AS ESTABLISHED

43752-0001/12X411742 28 2/20/16

BY SAID LAKESHORE EAST SUBDIVISION; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 42.99 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 36 DEGREES 45 MINUTES 40 SECONDS WEST, A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. FIELD BOULEVARD, 60.00 FEET WIDE; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 28.85 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 870 SQUARE FEET, 0.020 ACRES, MORE OR LESS.

#### **PARCEL 4**

THAT PART OF N. FIELD BOULEVARD, 116.00 FEET WIDE, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF N. FIELD BOULEVARD, 60.00 FEET WIDE, AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE



SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 110.41 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 6.02 FEET TO AN INTERSECTION WITH A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE ON N. FIELD BOULEVARD, 60 FEET WIDE, AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG THE SOUTHWARD EXTENSION OF THE LAST DESCRIBED PARALLEL LINE, A

4.5752-0(101/12841 1742 28 2/20/Id

DISTANCE OF 28.85 FEET; THENCE SOUTH 36 DEGREES 45 MINUTES 40 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF N. FIELD BOULEVARD, 116.00 FEET WIDE; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 17.01 FEET TO THE NORTHWEST CORNER OF LOT 13 IN SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 89 DEGREES 54 MINUTES 21 SECONDS WEST A DISTANCE OF 116.00 FEET TO THE NORTHEAST CORNER OF LOT 14 (SAID CORNER ALSO BEING ON THE WEST RIGHT OF WAY OF N. FIELD BOULEVARD, 116.00 FEET WIDE) IN SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 17.04 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 12.00 FEET; THENCE NORTH 45 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 22.63 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF N. FIELD BOULEVARD, 60.00 FEET WIDE; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 34.40 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 66.23 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY , ILLINOIS, SAID ABOVE PARCEL CONTAINING 5,342 SQUARE FEET, 0.123 ACRES MORE OR LESS.

PROPERTY ADDRESS: South of Wacker Drive, Chicago, Illinois 60601

PERMANENT INDEX NUMBER: 17-10-318-048-0000

5

■13752-00(1 I/2841 1742 28 2/20/lh

**EXHIBIT 2**

**LEGAL DESCRIPTION OF SHOREHAM PARCEL**

Lot 13 in Lakeshore East Subdivision of part of the unsubdivided lands lying east of and adjoining Fort Dearborn Addition to Chicago, said addition being in the Southwest Fractional Quarter of Section 10, Township 39 North, Range 14 East of the THIRD Principal Meridian, according to the plat thereof recorded on March 4, 2003 as Document No. 0030301045 with the Recorder Of Deeds in Cook County, Illinois.

PROPERTY ADDRESS: 400 E. South Water.St., Chicago, Illinois 60601

PERMANENT INDEX NUMBER: 17-10-400-026-  
0000

43752-0001/12X411742 28 2/20/16

**EXHIBIT 3**

**LAKESHORE EAST EASEMENT PARCEL**

THAT PART OF LOT 5 TOGETHER WITH THAT PART OF VACATED N. FIELD BOULEVARD, 116.00 FEET WIDE, ADJACENT TO AND ADJOINING SAID LOT 5, ALL IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PARTS LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 56.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 76.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PARTS TAKEN AS A WHOLE PARCEL BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST ALONG THE SOUTHERLY LINE OF E. WACKER DRIVE, A DISTANCE OF 76.27 FEET TO AN INTERSECTION WITH A LINE WHICH IS 76.00 FEET, MEASURED PERPENDICULARLY, EAST OF AND PARALLEL WITH SAID WEST LINE OF N. FIELD BOULEVARD; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 171.42 FEET TO AN INTERSECTION WITH A LINE WHICH BEGINS AT THE NORTHWEST CORNER OF LOT 13 IN SAID LAKESHORE EAST SUBDIVISION AND TERMINATES AT THE NORTHEAST CORNER OF LOT 14 IN SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 89 DEGREES 54 MINUTES 21 SECONDS WEST ALONG THE LINE CONNECTING SAID NORTHWEST CORNER OF LOT 13 WITH THE NORTHEAST CORNER OF SAID LOT 14, A DISTANCE OF 76.00 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF SAID WEST LINE OF N. FIELD BOULEVARD; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION AND ALONG SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 177.84 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 13,272 SQUARE FEET, 0.305 ACRES, 265,440 CUBIC FEET, MORE OR LESS..

43752-000I/I284I 1742 2X 2/29/ Ift

SHOREHAM EASEMENT PARCEL

THAT PART OF LOT 13 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF LOT 13 LYING ABOVE A HORIZONTAL PLANE OF 56.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART OF LOT 13 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 13 (SAID CORNER ALSO BEING ON THE EAST RIGHT OF WAY LINE OF N. FIELD BOULEVARD BEING 116.00 FEET WIDE) IN SAID LAKESHORE EAST SUBDIVISION; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF LOT 13 A DISTANCE OF 170.00 FEET; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 35.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG A LINE SOUTH OF AND PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 170.00 FEET TO THE WEST LINE OF SAID LOT 13, ALSO BEING SAID EAST LINE OF N. FIELD BOULEVARD; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE PARCEL CONTAINING 5,950 SQUARE FEET, 0.136 ACRES, MORE OR LESS.

1

43752-000I/I2S4I 1742 2S 2/29/1 ft

**EXHIBIT 4-A**

INSURANCE DURING WORK PERIOD -

(Construction Insurance)

As and when required by the Agreement, Lakeshore East shall procure and maintain, or cause to be procured and maintained, at its own expense, policies of insurance specified below with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement, whether performed by the Lakeshore East or its contractor or subcontractors ("Contractor"). The kinds and amounts of insurance required are as follows:

**A. INSURANCE TO BE PROVIDED**

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under the Agreement and Employers Liability coverage with limits of not less than \$1,000,000 (which limit can be met through combination of primary and umbrella) each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$20,000,000 per occurrence for bodily injury, personal injury, and property damage liability, which limits can be met through combination of primary and umbrella insurance. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent)

The City of Chicago and Lakeshore East are to be named as additional insured's under the Contractor's and any subcontractor's policy. Such additional insured coverage shall be provided for the City of Chicago with respect to Contractor on ISO endorsement form CG2026 and with respect to Contractor's subcontractors, the forms CG 2010 and 2037 (or their equivalent) for ongoing operations or on a similar additional insured form acceptable to the City of Chicago. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City of Chicago and Lakeshore East. Contractor must ensure that the City of Chicago and Lakeshore East are additional insured's on insurance required from subcontractors.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

1

'13752-OOOI/1284I 1742 28 2/20/1 ft

3) Owner's and Contractor's Protective Liability

With respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating the City of Chicago as named Insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily Injuries or death of all persons and for damage to or destruction of property.

4) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago and Lakeshore East, are to be named as additional insured's on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

5) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include material stored off-site and in-transit, water including overflow, leakage, sewer backup or seepage, collapse, debris removal, damage to adjoining and existing property. The City of Chicago and Lakeshore East are to be named as loss payee with respect to property owned by the City of Chicago.

The Contractor is responsible for all loss or damage to City of Chicago and Lakeshore East property at full replacement cost that results from the work to be performed pursuant to the Agreement to which this exhibit is attached.

6) Professional Liability

When any architects, engineers, construction managers or other professional consultants engaged by Contractor to perform work in connection with the Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained or cause to be maintained, with limits of not less than \$2,000,000. Coverage must include pollution liability if environmental site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subconsultants performing professional services for the consultant must maintain limits of not less than \$1,000,000 with the same terms herein.

The City of Chicago agrees that this requirement may be satisfied by the enrollment of the applicable architect, engineer, construction manager or other professional consultant in a project specific professional liability policy to be procured and maintained by Owner's architect.

2

43752-000/I2X41 I742 2S 2/29/J6

7) Valuable Papers.

When any plans, designs, drawings, media, specification, data, records, reports specifications other documents are produced or used under the Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records. Such coverage may be satisfied by sublimit within the Contractor's Builder's Risk policy.

8) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided or cause to be provided, covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Agreement to which this exhibit is attached with limits of not less than \$2,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work performed pursuant to the Agreement to which this exhibit is attached. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago and Lakeshore East are to be named as an additional insured's on a primary, non-contributory basis.

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the City of Chicago, Department of Transportation, Attn. Commissioner Office, 30 North LaSalle Street, Room 1100, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of Contractor's Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of its Contract. The receipt of any certificate does not constitute agreement by the City of Chicago that the insurance requirements set forth in this Exhibit have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City of Chicago to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of Chicago any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the provisions of this Exhibit. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement to which this Exhibit is attached, and the City retains the right to stop work until proper evidence of insurance is provided.

The Contractor must provide for 60 days prior written notice to be given to the City of Chicago in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives and

43752-000I/I2S4I I742 28 2/2WK)  
against Lakeshore East.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified herein or by law.

Any insurance or self-insurance programs maintained by the City of Chicago and Lakeshore East do not contribute with insurance provided by the Contractor.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If the Contractor maintains higher limits than the minimums shown above, the City of Chicago and Lakeshore

East requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Chicago and Lakeshore East.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this exhibit. Contractor must ensure that the City of Chicago is named as an additional insured on Endorsement CG 2010 and 2037 (or their equivalent) of the insurance required from subcontractors.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to reasonably modify, delete, alter or change these requirements to the extent commercially reasonably available at the time required.

43752-0001/12X411742 28 2/20/16

## **EXHIBIT 4-B**

### **' INSURANCE AFTER WORK PERIOD**

#### **Post Construction/On-Going Operation**

As and when required by the Agreement, Lakeshore East shall procure and maintain or cause to be procured and maintained, at its own expense policies of insurance specified below with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement. The kinds and amounts of insurance required are as follows:



1) Workers Compensation and Employers Liability

If applicable, Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent)

The City of Chicago is to be named as an additional insured under Lakeshore East's and any contractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Lakeshore East's sole negligence or the additional insured's vicarious liability. Lakeshore East's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Lakeshore East must ensure that the City is an additional insured on insurance required from contractors.

Contractors (Excluding Construction General Contractor) performing work for Lakeshore East must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Lakeshore East must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

1

43752-0001/12X41 1742 2X 2/20/10

Contractors (Excluding Construction General Contractor) performing work for Lakeshore East must maintain limits of not less than \$1,000,000 with the same terms herein.

4 Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work or services in connection with this Agreement, Professional Liability Insurance covering act, errors or omissions must be maintained or must cause to be maintained, with limits of not less than \$2,000,000. Coverage must include pollution liability if environmental site assessments will be done. When policies are renewed or replaced; the policy retroactive date must coincide with, or precede start of work. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The City of Chicago agrees that this requirement may be satisfied by the enrollment of the applicable

architect, engineer, construction manager or other professional consultant in a project specific professional liability policy to be procured and maintained by Owner's architect.

## **ADDITIONAL REQUIREMENTS**

Prior to the use of the completed Upper Level Street, Lakeshore East must provide and cause its contractors to provide the City of Chicago, Department of Transportation, Attn. Commissioner Office, 30 North LaSalle Street, Room 1100, Chicago, IL 60602-2570, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Lakeshore East is not a waiver by the City of any requirements for Lakeshore East to obtain and maintain the specified coverages. Lakeshore East shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Lakeshore East of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided.

Lakeshore East must provide for 30 days (or in the case of non-payment of premium, 10 days) prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Lakeshore East and contractors.

Lakeshore East hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Lakeshore East in no way limit the Lakeshore East's liabilities and responsibilities specified within the Agreement or by law.

43752-00OI/I2X41 1742 2S 2/2"Vifi

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Lakeshore East under the Agreement. -

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Lakeshore East maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Lakeshore East. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Lakeshore East is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Lakeshore East must require contractors to provide the insurance required herein. All contractors are subject to the same insurance requirements of Lakeshore East unless otherwise specified in this Agreement. Lakeshore East must ensure the City is an additional insured on Endorsement CG 2010 of the insurance required from contractors.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to reasonably modify, delete, alter or change these requirements to the extent commercially reasonably available at the time required.

43752-000/I2S-II 1742 2S 2/29/ Ui

Exhibit G

Agreement Regarding Water Management MM

PREPARED BY AND AFTER

RECORDING

RETURN TO:

AGREEMENT REGARDING WATER MANAGEMENT FACILITIES

This Agreement (the "Agreement") is entered into as of this                      day of                      20                      , by and between the CITY OF CHICAGO, an Illinois home rule municipal corporation (the "City"), by and through its Department of Water Management ("DWM") and LAKESHORE EAST LLC, an Illinois limited liability company ("Lakeshore East").

*Witnesseth:*

WHEREAS, Lakeshore East is the current owner of parcels of property located at the intersection of Field Boulevard and Wacker Drive including vacated air rights located above dedicated Field Boulevard, all as more fully described on Exhibit 1 which is attached and incorporated ("Lakeshore East Parcel"); and

WHEREAS, the City holds in trust for the people of the State of Illinois fee title in and to a certain dedicated public way adjacent to Lakeshore East Parcel known as E. Wacker Drive and North Field Boulevard in the City of Chicago, County of Cook and State of Illinois (the "Public Way"), including the portion of the Public Way described in Exhibit 2 which is attached and incorporated ("Access Area"); and

WHEREAS, Lakeshore East, for itself and its successors, and/or assigns, intends to develop a building and improvements in and on the Lakeshore East Parcel, pursuant to and in compliance with Planned Development No.70 adopted by the City Council of the City of Chicago ("City Council") on December 9, 2015, and published in the Journal of Proceedings at pp. 15687-15826 ("Planned Development") (such building and improvements are referred to as the "Lakeshore East's Building"); and

WHEREAS, the Planned Development contemplates Lakeshore East making certain adjustments to the boundaries of the Public Way, constructing an Upper Level Street to connect Upper Wacker Drive to Upper Waterside Drive, and undertaking required work to utility and other public service facilities in connection with the construction and

43752-0001 0001/1297004629

installation of Lakeshore East's Building, including items described in Exhibit 3 which is attached and incorporated ("Public Way Improvements"); and

WHEREAS, pursuant to the ordinance adopted on December 4, 2002 by City Council ("2002 Vacation Ordinance"), the City vacated portions of Field Boulevard above a specified limiting plane thereby transferring title to Lakeshore East; and

WHEREAS, pursuant to the ordinance approved                      , 2016 ("2016 Vacation Ordinance"), the City vacated portions of Field Boulevard above a specified limiting plane thereby transferring title to Lakeshore East; and

WHEREAS, as a result of the vacations of areas that were part of the Public Way prior to the 2002 Vacation Ordinance and prior to the 2016 Vacation Ordinance (collectively, the "Ordinances"), the City expects that it will incur certain increased costs and obligations with respect to the inspection, maintenance and improvement of utility and public service facilities below the areas vacated by the Ordinances located in the Access Areas as a result of reduced clearance to access DWM Facilities which clearance will be limited to the area below a height of +22'CCD; and

WHEREAS, in consideration of the City's approval of the 2016 Vacation Ordinance which will limit such access height to +22' CCD, Lakeshore East has agreed to perform certain additional obligations and assume the obligation to pay certain additional costs that would otherwise be the responsibility of the City;

NOW, THEREFORE, in consideration of mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1) Obligations for Work by or for Lakeshore East.

Lakeshore East will be responsible, at its sole cost, for relocating, replacing, rehabilitating, or installing all City owned or controlled sewer, water and related facilities ("DWM Facilities") in the Access Area to the extent required by Law, as defined below, in connection with construction or installation of Lakeshore East's Building, the Public Way Improvements, or any improvements, developments or other work necessitated thereby, including any such item requiring approval of the Commissioner of Water Management ("Commissioner") of the City ("Development DWM Facilities Work"). All such Development DWM Facilities Work must comply with all applicable federal, state and local laws, ordinances and regulations, judicial orders, and City rules regulations and standards ("Law").

2) Obligations for Access and Restoration Work

a. Access Work. Except in cases of Emergency/Non-compliance as defined below, in the event DWM requires access within the Access Area to inspect, install, repair, maintain, rehabilitate or replace DWM Facilities located in the Access Area, the City shall issue a

43752-001\| OO01\I2O709462 0

written notice to Lakeshore East not less than 30 days prior to the date such access is needed ("Access Notice"). The Access Notice shall provide a general description of the City's work to be performed and the specifications for the work necessary and appropriate to provide the City with sufficient construction access to the applicable DWM Facilities located within the Access Area, including excavation, exposure, shoring, protection, traffic control and other work reasonably required by DWM to provide construction access to the DWM Facilities ("Access Work"), along with the schedule for the Access Work, including the date by which access is required by DWM to perform its work and the estimated time when the required Restoration Work, as defined below, will need to be performed ("Access and Restoration Schedule"). Upon receipt of the Access Notice, Lakeshore East shall perform, or cause to be performed, including procuring and paying for all labor, equipment and materials, the Access Work in accordance with Law and the Access and Restoration Schedule.

b. Restoration Work. Upon receipt of a notice from the City that it has completed the work on or to the DWM Facilities as described above ("Restoration Notice"), Lakeshore East shall perform, or cause to be performed all actions necessary or appropriate, including procuring and paying for all labor, equipment and materials, to restore the Access Area to its prior condition, including backfilling, grading, removal of shoring, protection, traffic control and other temporary work, all as required by Law and City standards for such work ("Restoration Work"). Lakeshore East shall perform all of the Restoration Work in compliance with the Access and Restoration Notice, including the Access and Restoration Schedule, as it may be amended by the Restoration Notice, and in accordance with Law.

c. Permits. In accordance with the Access and Restoration Schedule, Lakeshore East shall apply for, secure and comply with all necessary building, public way and other permits required by Law for the Access Work and Restoration Work ("Permits") including those issued by City and those providing for traffic control. In addition to all obligations under the Permits, all Access Work and Restoration Work shall be subject to the City's right to monitor the work at all times and all Access Work and Restoration Work shall be performed to the reasonable satisfaction of the Commissioner of DWM.

d. Emergency or Non-compliance. Notwithstanding the foregoing, and subject to Section 7 below, in the event that either:

i) the condition of DWM Facilities in the Access Area raises or substantially contributes to a substantial risk of imminent injury or death of any person, or substantial damage to or destruction of property, or

ii) Lakeshore East has failed or refused to perform Access Work or Restoration Work in compliance with this Agreement ("Emergency or Non-compliance"), then City may provide such notice to Lakeshore East as is reasonable under the circumstances, including telephone and/or email notices. Upon receipt of such notice, Lakeshore East shall immediately take all actions to perform Access Work or Restoration Work necessary

43752-0001 0001/1297094G2 9 T,

or appropriate to address the Emergency or Non-compliance. Notwithstanding and concurrent with such notice, Lakeshore East shall take all actions necessary and appropriate to allow City access to the Access Areas to address the Emergency or Noncompliance. Should Lakeshore East not perform the Access Work and the Restoration Work as required in this Agreement, then Lakeshore East shall reimburse City for all its Access Work and Restoration Work costs incurred in connection with obtaining access to the DWM Facilities, backfilling and restoring, and addressing the Emergency or Noncompliance within ten (10) days of Lakeshore East's receipt of an invoice from City detailing such costs and demanding payment therefor by Lakeshore East. Following the City's notification to Lakeshore East that it has addressed the Emergency or Noncompliance, Lakeshore East shall then perform any Access Work or Restoration Work required under the standards set forth in Sections 2(a) and (b) above to the extent it has not been undertaken by the City in addressing the Emergency or Non-compliance.

In the event of an Emergency or Non-compliance, and the City undertakes actions to address the Emergency or Non-compliance as provided in this Section 2d, then to the extent provided by Law, the City will not be responsible for any damage to the Lakeshore East Parcel, Lakeshore East's Building, and any facilities, equipment or property located thereon and owned by Lakeshore East that is proximately caused by the City's actions to address the Emergency or Non-compliance, or by the corresponding work to the DWM Facilities, unless arising out of the gross negligence or intentionally tortious conduct of the City.

e. DWM Facilities. The parties acknowledge that the Access Work and Restoration Work as described in Sections 2a and 2b above do not include the obligation to perform the relocations, replacements, rehabilitations, installations or repairs of DWM facilities giving rise to such Access Work and Restorations Work. Further, the Development DWM Facilities Work as defined in Section 1 above includes only those relocations, replacements, rehabilitations, installations or repairs of the DWM Facilities as required by that Section and no other work.

3) Confirmation. Upon reasonable request by the other, City and Lakeshore East each agree to promptly execute a confirmation of the commencement, continuation or termination of the Access Work and Restoration Work.

4) Title. Lakeshore East warrants to the City that it has sufficient title and interest in and to the Lakeshore East Parcel to enter into this Agreement and bind the Lakeshore East Parcel to the obligations in this Agreement.

5) Indemnity. To the full extent of the Law, Lakeshore East hereby agrees to indemnify, hold harmless and defend City, its officials, officers, employees, and agents from and against any and all actual claims, demands, damages, lawsuits, legal proceedings, losses, liens, liabilities, judgments, orders or decrees, and all costs and expenses (including, without limitation, actual attorneys' fees, court costs, and other reasonable expenses related to litigation incurred in compliance with this Section 5)("Claims"), arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to any natural person, or the property of any person, arising out of, or occurring in any manner

43752-000] 0001/129700462 9 4

relating to the performance or non-performance of the Access Work or Restoration Work, or the use of the Access Areas by Lakeshore East, its employees, agents, and contractors ("Lakeshore East Parties"). In the event City receives notice of a claim or initiation of any legal action against City or its agents that it desires to be covered by this indemnity, City shall notify Lakeshore East and tender said defense to Lakeshore East. In such event, Lakeshore East shall appear in City's name and shall vigorously defend such action or claim at Lakeshore East's own expense. City shall cooperate with Lakeshore East in the defense thereof; provided however, that following tender of the defense, City shall have the right at its own cost to participate in the defense with Lakeshore East in any such legal action, and no settlement of any such claim or actions shall be entered into by Lakeshore East that would impose obligations on, or have an adverse effect on, City without the consent of City, which consent shall not be unreasonably withheld or denied. This indemnity shall not be the exclusive remedy of the City, and City shall maintain whatever other right of indemnity it may have under common law, by statute, or by ordinance.

To the extent permissible by law, Lakeshore East waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any losses, including any claim by an employee of Lakeshore East that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq or any other law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)).

The provisions of this Section 5 shall survive any termination of this Agreement but it shall not apply to Claims arising from performance or non-performance of the Access Work or Restoration Work, or the use of the Access Areas by Lakeshore East Parties that occurs after such termination.

6) Insurance during Access Work or Restoration Work. Prior to the commencement of any Access Work or Restoration Work, the Lakeshore East shall procure and maintain, at all times and continuing until the completion of such Access Work and Restoration Work, including any period when any contractor is required to return to complete or correct such work ("Work Period"), all of the types and coverages of insurance specified in Exhibit 3 which is attached and incorporated.

7) Notices. Except in case of Emergency or Non-compliance described above in Section 2(d) above, any and all notices or other communications required or permitted pursuant hereto shall be in writing and shall be deemed to have been given upon receipt. In addition, Lakeshore East agrees to update the names, addresses and other contact information in a timely fashion so as to ensure that all notices, including Access Notices and Restoration Notices, are received promptly.

Notices shall be addressed to Lakeshore East and City at their respective addresses set forth below, or to such substitute address as Lakeshore East or City may have designated by notice in accordance herewith:

If to City, at:

City of Chicago

43752-OOOI 0001/129709462 9 s

Department of Water Management 1000 E. Ohio  
Street Chicago, IL 60611 Attn: Commissioner

With a copy to: City of Chicago  
Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attn: Deputy Corporation Counsel  
Real Estate and Land Use Division

If to Lakeshore East:

Manager  
Lakeshore East LLC 225 N. Columbus  
Drive Suite 100 Chicago, IL 60601  
Phone: (312) 642-8869 Fax:(312) 642-  
2773

With a copy to:

Chris Leach, Esq. John J. George  
Schuyler, Roche & Crisham, P.C Two Prudential  
Plaza 180 N. Stetson Avenue Suite 3700  
Chicago, Illinois 60601

Names, titles and Addresses shall be deemed changed only upon service of notice in accordance with this Section.

8) Illinois Law. This Agreement has been negotiated, executed and delivered at Chicago, Illinois and shall be construed and enforced in accordance with the laws of Illinois, including the law of public trust with respect to



the use and occupation of the Public Way.

9) Partial Invalidity. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.

10) Runs with the Land. All provisions hereof, including the benefits and burdens, shall run with the land of Lakeshore East Parcel and the Public Way, including the Access Area,

43752-000I 0001/J20700462 9 5

and shall be binding upon and enforceable by, and shall inure to the benefit of City and Lakeshore East and their respective successors and assigns. Upon a bona fide conveyance of all right, title and interest in the Lakeshore East Parcel to a successor owner, all obligations of performance from and after the date of conveyance shall be enforceable against the transferee and not against the transferor.

11) No Third-Party Beneficiaries. The Access is intended solely for the benefit of the parties. No other person or entity shall have any rights hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

12) Force Majeure. The period within which a party is required to perform an obligation hereunder shall be extended to the extent caused by Unavoidable Delays commencing on the date that such party delivers to the other party to which the obligation is owed a written notice describing in detail the Unavoidable Delay and its specific effect on such party's ability to perform the obligation. As used herein "Unavoidable Delays" shall mean delays due to strikes, lockouts, labor troubles, inability to procure labor or materials or reasonable substitutes therefor, failure of power, fire or other casualty damage, war or civil disorder, or other causes beyond the reasonable control of the party delayed; provided Unavoidable Delays hereunder shall not include delays resulting from changes in economic or market conditions, or financial or internal problems of the parties. This section shall not apply to any obligation stated with respect to an "Emergency or Noncompliance" as provided in Section 2.d of this Agreement, nor to the obligation to indemnify as provided in Section 5 of this Agreement, any obligation to pay money, or any obligation or problems that can be reasonably satisfied by the payment of money.

43752-01)01 0001/120700462 0

In Witness. Whereof, Lakeshore East and City have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

Lakeshore East LLC, an Illinois limited liability company

By:  
Name: Title:

City of Chicago, an Illinois home rule municipality

By: Name:  
Title: Commissioner of Water Management

Approved As To Form And Legality:

By:  
Name:  
Title: Special Assistant Corporation Counsel

43752-0001 0001/120700462 0

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY, that \_\_\_\_\_, of LAKESHORE EAST  
LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name  
is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that  
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 entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20

Notary Public  
werausf,, ■ ■ .....

My Commission Expires:

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY, that Rebekah Scheinfeld, Commissioner of Transportation of THE CITY OF  
CHICAGO, an Illinois home rule municipality, who is personally known to me to be the same person whose  
name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that  
she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary  
act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20

NitSiPublic,,i:.. ;J\*\*^\*":'^,,: ..;

My Commission Expires:--, -sav

43752-00(11 00111/129709462 0

## EXHIBIT 1

### LEGAL DESCRIPTION OF GRANTEE'S PARCEL

#### PARCEL 1

LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, AND ALSO EXCEPT THAT PART OF LOT 5 LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LOT 5 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 110.41 FEET TO AN ANGLE POINT IN SAID EAST LINE, SAID ANGLE POINT BEING ALSO AN ANGLE POINT IN THAT PART OF SAID LOT 5, LYING EAST OF SAID EAST LINE OF N. FIELD BOULEVARD; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, ALONG SAID EASTERLY LINE OF N. FIELD BOULEVARD AS ESTABLISHED BY SAID LAKESHORE EAST SUBDIVISION, A DISTANCE OF 6.02 FEET TO AN INTERSECTION WITH A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. FIELD BOULEVARD AS HERETOFORE DESCRIBED; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 103.50 FEET; THENCE NORTH 31 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 7.67 FEET TO AN INTERSECTION WITH SAID SOUTHERLY LINE OF E. WACKER DRIVE; THENCE NORTH 85 DEGREES 04 MINUTES 41 SECONDS WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

43752-0001 0001/120700462 0

AND ALSO EXCEPTING THAT PART OF LOT 5 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PARCEL OF LAND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LOT 5 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 15.05 FEET; THENCE NORTH 34 DEGREES 53 MINUTES 29 SECONDS WEST, A DISTANCE OF 19.53 FEET TO AN INTERSECTION WITH SAID SOUTHERLY LINE OF E. WACKER DRIVE; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 11.24 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## **PARCEL 2**

THAT PART OF N. FIELD BOULEVARD, 116.00 FEET WIDE, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG SAID WEST LINE OF N. FIELD BOULEVARD (SAID N. FIELD BOULEVARD BEING HERE

43752-0001 0(101/120709462';

60.00 FEET WIDE), A DISTANCE OF 110.41 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS

WEST, ALONG THE SOUTHWARD EXTENSION OF SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 34.40 FEET; THENCE SOUTH 45 DEGREES 06 MINUTES 31 SECONDS WEST, A DISTANCE OF 22.63 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 12.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF N. FIELD BOULEVARD, 116.00 FEET WIDE AS ESTABLISHED BY SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 52.76; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 28.10 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 1,316 SQUARE FEET, 0.030 ACRES, MORE OR LESS.

### **PARCEL 3**

THAT PART OF N. FIELD BOULEVARD 116.00 FEET WIDE, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG SAID EAST LINE OF N. FIELD BOULEVARD (SAID N. FIELD BOULEVARD BEING HERE 60.00 FEET WIDE) A DISTANCE OF 110.41 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 6.02 FEET TO AN INTERSECTION WITH A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. FIELD BOULEVARD AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 22.08 FEET TO AN INTERSECTION WITH THE EAST LINE OF N. FIELD BOULEVARD, 116.00 FEET WIDE AS ESTABLISHED

43752-0001 0001/129709402 9

BY SAID LAKESHORE EAST SUBDIVISION; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 42.99 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 36 DEGREES 45 MINUTES 40 SECONDS

WEST, A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. FIELD BOULEVARD, 60.00 FEET WIDE; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 28.85 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 870 SQUARE FEET, 0.020 ACRES, MORE OR LESS.

#### **PARCEL 4**

THAT PART OF N. FIELD BOULEVARD, 116.00 FEET WIDE, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF N. FIELD BOULEVARD, 60.00 FEET WIDE, AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 110.41 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A ■ DISTANCE OF 6.02 FEET TO AN INTERSECTION WITH A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE ON N. FIELD BOULEVARD, 60 FEET WIDE, AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG THE SOUTHWARD EXTENSION OF THE LAST DESCRIBED PARALLEL LINE, A

43752-000I 0001/1297094629

DISTANCE OF 28.85 FEET; THENCE SOUTH 36 DEGREES 45 MINUTES 40 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF N. FIELD BOULEVARD, 116.00 FEET WIDE; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 17.01 FEET TO THE NORTHWEST CORNER OF LOT 13 IN SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 89 DEGREES 54 MINUTES 21 SECONDS

WEST A DISTANCE OF 116.00 FEET TO THE NORTHEAST CORNER OF LOT 14 (SAID CORNER ALSO BEING ON THE WEST RIGHT OF WAY OF N. FIELD BOULEVARD, 116.00 FEET WIDE) IN SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 17.04 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 12.00 FEET; THENCE NORTH 45 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 22.63 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF N. FIELD BOULEVARD, 60.00 FEET WIDE; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 34.40 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 66.23 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY , ILLINOIS, SAID ABOVE PARCEL CONTAINING 5,342 SQUARE FEET, 0.123 ACRES MORE OR LESS.

PROPERTY ADDRESS: South of Wacker Drive, Chicago, Illinois

PERMANENT INDEX NUMBER: 17-10-318-048  
-0000

5

4.1752-000] 0001/129700462 9

## EXHIBIT 2

### ACCESS AREA

That portion of the Public Way known as North Field Boulevard between the south line of East Wacker Drive and a line 265 feet south of and parallel to the south line of East Wacker Drive.



■13752-0001 0001/129700462 9

**EXHIBIT 3**  
**INSURANCE DURING WORK PERIOD**

(Construction Insurance)

As and when required by the Agreement, Lakeshore East shall procure and maintain, or cause to be procured and maintained, at its own expense, policies of insurance specified below with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement, whether performed by the Lakeshore East or its contractor or subcontractors ("Contractor"). The kinds and amounts of insurance required are as follows:

**A. INSURANCE TO BE PROVIDED**

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under the Agreement and Employers Liability coverage with limits of not less than \$1,000,000 (which limit can be met through combination of primary and umbrella) each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage liability, which limits can be met through combination of primary and umbrella insurance. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent

The City of Chicago and Lakeshore East are to be named as additional insured's under the Contractor's and any subcontractor's policy. Such additional insured coverage shall be provided for the City of Chicago with respect to Contractor on ISO endorsement form CG2026 and with respect to Contractor's subcontractors, the forms CG 2010 and 2037 (or their equivalent) for ongoing operations or on a similar additional insured form acceptable to the City of Chicago. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City of Chicago and Lakeshore East. Contractor must ensure that the City of Chicago and Lakeshore East are additional insured's on insurance required from subcontractors.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

3) Owner's and Contractor's Protective Liability

With respect to the operations performed by Contractor, an Owner's and Contractor's

43752-0001.0001/129709462 9

Protective Liability policy designating the City of Chicago as named Insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily Injuries or death of all persons and for damage to or destruction of property.

4) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago and Lakeshore East are to be named as additional insured's on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

5) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include material stored off-site and in-transit, water including overflow, leakage, sewer backup or seepage, collapse, debris removal, damage to adjoining and existing property. The City of Chicago and Lakeshore East are to be named as loss payee with respect to property owned by the City of Chicago.

The Contractor is responsible for all loss or damage to City of Chicago and Lakeshore East property at full replacement cost that results from the work to be performed pursuant to the Agreement to which this exhibit is attached.

6) Professional Liability

When any architects, engineers, construction managers or other professional consultants engaged by Contractor to perform work in connection with the Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained or cause to be maintained, with limits of not less than \$2,000,000. Coverage must include pollution liability if environmental site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subconsultants performing professional services for the consultant must maintain limits of not less than \$1,000,000 with the same terms herein.

The City of Chicago agrees that this requirement may be satisfied by the enrollment of the applicable architect, engineer, construction manager or other professional consultant in a project specific professional liability policy to be procured and maintained by Owner's architect.

7) Valuable Papers.

43752-001)1 0001/129709462 9

When any plans, designs, drawings, media, specification, data, records, reports specifications other documents are produced or used under the Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the recreation and reconstruction of such records. Such coverage may be satisfied by sublimit within the Contractor's Builder's Risk policy.

8) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided or cause to be provided, covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Agreement to which this exhibit is attached with limits of not less than \$2,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work performed pursuant to the Agreement to which this exhibit is attached. A claims-made policy which is

not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago and Lakeshore East are to be named as an additional insured's on a primary, non-contributory basis.

## **B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the City of Chicago, Department of Transportation, Attn. Commissioner Office, 30 North LaSalle Street, Room 1100, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of Contractor's Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of its Contract. The receipt of any certificate does not constitute agreement by the City of Chicago that the insurance requirements set forth in this Exhibit have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City of Chicago to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of Chicago any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the provisions of this Exhibit. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement to which this Exhibit is attached, and the City retains the right to stop work until proper evidence of insurance is provided.

The Contractor must provide for 60 days prior written notice to be given to the City of Chicago in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives and against Lakeshore East.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and

•43752-0001 0001/129709462 0

responsibilities specified herein or by law.

Any insurance or self-insurance programs maintained by the City of Chicago and Lakeshore East do not contribute with insurance provided by the Contractor.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If the Contractor maintains higher limits than the minimums shown above, the City of Chicago and Lakeshore East requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Chicago and Lakeshore East.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this exhibit. Contractor must ensure that the City of Chicago is named as an additional insured on Endorsement CG 2010 and 2037 (or their equivalent) of the insurance

required from subcontractors.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to reasonably modify, delete, alter or change these requirements to the extent commercially reasonably available at the time required.

A

43752-0(101 0001/129709402 9