



# Office of the City Clerk

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

## Legislation Text

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File #: SO2019-6978, Version: 1

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### Chicago Department of Transportation

CITY OF CHICAGO

02/10/2020

Mr. Mark A. Flessner Corporation Counsel  
Room 600 - City Hall Chicago, IL 60602-  
1289

Attention: Ms. Lisa Misher  
Chief Assistant Corporation Counsel

**Re: Cross Easements Between the City and 535 N. Michigan Venture /160 E. Grand Assoc.  
SUBSTITUTE Ordinance for File: 10-42-19-3910**

Dear Mr. Flessner:

We are transmitting herewith for your review and approval as to form and legality an original and three (3) copies of a proposed agreement for easements between the City of Chicago and 2 private owners for construction of a deck and publicly available elevator to access public way. The location of the easement is in the block bounded by N. Michigan Avenue, N. St. Clair Street, E. Ohio Street and E. Grand Avenue in the 42nd Ward.

The people to contact in connection with this proposed ordinance are CDOT Program Manager William Higgins at 312-744-7189 and Attorney Arthur Dolinsky at 744-8731.

TC: WH: RD

cc:

Alderman Howard Brookins Alderman  
Brendan Reilly (42)  
Sandra Foreman/w Attach. Dwg.-s.f. & Ord.(3) file copies Maps & Plats

## SUBSTITUTE ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, 535 North Michigan Venture, LLC, a Delaware limited liability company ("Michigan Owner") is the owner of the property legally described in Exhibit A which is attached and incorporated ("Michigan Abutting Property"); and

WHEREAS, 160 E. Grand Avenue Associates, LLC, a Delaware limited liability company ("Grand Owner") (Michigan Owner and Grand Owner are hereinafter collectively referred to as the "Grantees."), is the owner of the property legally described in Exhibit B which is attached and incorporated ("Grand Abutting Property") (collectively, the Grand Abutting Property and Michigan Abutting Property are known as "Abutting Properties"); and

WHEREAS, the Grantees have jointly proposed to construct, install and maintain an approximately twenty (20) foot wide publicly accessible deck structure with a pedestrian promenade to be built over the Grand Avenue public way adjoining the Abutting Properties and Upper Michigan Avenue with one (1) publicly accessible stairway and an elevator and building space needed for public access to the elevator, all as currently exists in the Grand Abutting Property ("Elevator") to provide pedestrian access between Upper Michigan Avenue and lower level Grand Avenue, in accordance with the drawing attached and incorporated as Exhibit C ("Project"); and

WHEREAS, the Project will have the effect of improving pedestrian access between upper Michigan and lower Grand Avenues and will benefit the Abutting Properties by improving access and visibility for commercial and other tenants and improving the value of the Abutting Properties; and

WHEREAS, the Project will require the use of a portion of the east Grand Avenue public way, including the air space in and above the street and sidewalk in such public way; and

WHEREAS, the City and Grantees desire to grant mutual easements for the Project;

*WHEREAS, upon due investigation and consideration by the City's Department of Transportation, the Commissioner of the Department of Transportation (the "Commissioner") has determined that the public interest now warrants the execution of the mutual easements described in this ordinance; now, therefore,*

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

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

SECTION 2. The Commissioner or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to enter into a Public Way Easement Agreement in substantially the form attached hereto as Exhibit D, and to negotiate, execute and deliver such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Public Way Easement Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Public Way Easement Agreement.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Approved as to Form and Legality:

Arthur Dolinsky Senior  
Counsel

Introduced By:

Honorable Brendan Reilly Alderman,  
42nd Ward

### Exhibit A to Ordinance Legal Description of Michigan Abutting Property

Exhibit A to Ordinance

#### Legal Description of Michigan Abutting Property

That part of the following described and sjics lying above  
i horizontal plana (being the floor of ths third floor) which has aa elevation of 3LS3 feet with relation to Chicago City Datua and lying below a horizontal plane (bei-  
=S the roof of the penthouse) which has aa elevation of 3^7.W feet with relation to Chisago City Datun to wit: 'an area and sra:: including a portion of a 33 s"<=ry  
building with penthouse, basenent and second 'basenent described as the South 63.0 feet cf lets 7,9 and 9 in the Assessor's Division of the Scuth half and tne Last 100  
fest of the Horth half of Stock 21 of Kinnie's Addition ta Chicago, being a Subdivision of the North fraction cf Section 10, Township 39 Herth, Hangs lb Sast ofthe  
Third Principal Meridian, all in Cock County, Illinois.

Description of Cor.doiiniur. Property - ?arcsi 2

That "f «he following dsacri'bed area and space lying abovs  
a horizontal plane (being the floor of the first floor ) which  
has an elevation of 22.30 feet with relation to Chicago City Datun and  
lying below a hcrisontai plane (being the celling of the first floor)  
which has an elevation of 36.23 feet with relation to Chicago City Datun  
to wit: a portion of a 33 story building with bzseaent and second ease-  
ment described as caicaencing at the northeast ccmr of let 7 in the  
Assessor's Division cf the Scuth half and the Sast 100 feet of the Herth  
half cf 31oek 21 of Kinzie's Addition to Chicago, being a Subdivision  
of the Horth fraction cf Section 10, Township J) North, 2ange IU Sast  
of ths Third ?ri.nciplt Keridian; thence South along the last line of  
said Lot 7 fir.5 fest; thenca West parallel to the South line of Lots  
7, 3 and 9 In the aforesaid Subdivision 35.-?2 feet to ths poir.t of  
beginning of the area herein described; thence continue West along  
said parallel line 23.SO feet to a point; thence Nrth 4S3 fset to a  
point; thsnce Sast 0.23 feet to a point; thence Horth 3.33 feet to a  
point; thence West -SV.CO fset to a point; thence South feet to  
a point; thence West aso fest to a poist; thence Southto a point; thence Sast 7033 zest to a point; thence North 3Z.S5 fset to the point of beginning, all in Cook  
County, Illinois.

ALSO

That part of the following dsacri'bed arsa and space lying above a horizontal plane (being the celling .of the first taseaer.t ) which has an elevation cf 22.02 feet

with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first floor) which has an elevation of 23.30 feet with relation to Chicago City Datum. to wit: a portion of a 33 story building with base of first and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 1<sup>st</sup> East of the Third Principal Meridian; thence South along the last line of said Lot 7 5<sup>th</sup> feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 55.5 feet to the point of beginning of the area herein described; thence continue West along said parallel line 25.51 feet to a point; thence South 10 feet to a point; thence East 15.07 feet to a point; thence North 5.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

-a-\*, o-r -,\*, ioliviag described area and space lying above a horizontal plane (being the ceiling of the first basement) which has an elevation of 29.90 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with base of first and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 1<sup>st</sup> East of the Third Principal Meridian; thence South along the last line of said Lot 7 5<sup>th</sup> feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 55.5 feet to the point of beginning of the area herein described; thence continue West along said parallel line 25.51 feet to a point; thence South 10 feet to a point; thence East 15.07 feet to a point; thence North 5.00 feet to the point of beginning, all in Cook County, Illinois. Description of Condemned Property - Parcel C-

That part of the following described area and space lying above a horizontal plane (being the ceiling of the first floor) which has an elevation of 35.23 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the third floor) which has an elevation of 51.53 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with base of first and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 1<sup>st</sup> East of the Third Principal Meridian; thence South along the last line of said Lot 7 5<sup>th</sup> feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 55.5 feet to the point of beginning of the area herein described; thence continue West along said parallel line 25.51 feet to a point; thence South 10 feet to a point; thence East 15.07 feet to a point; thence North 5.00 feet to the point of beginning, all in Cook County, Illinois. ~

ALSO

That part of the following described area and space lying above a horizontal plane (being the ceiling of the first floor) which has an elevation of 35.23 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the third floor) which has an elevation of 51.53 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with base of first and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 1<sup>st</sup> East of the Third Principal Meridian; thence South along the last line of said Lot 7 5<sup>th</sup> feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 55.5 feet to the point of beginning of the area herein described; thence continue West along said parallel line 25.51 feet to a point; thence South 10 feet to a point; thence East 15.07 feet to a point; thence North 5.00 feet to the point of beginning, all in Cook County, Illinois.

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■ Description of Cor-dsoiiaua Property - Parcel D

That part of the following described area and space lying above a horizontal plane (being the floor of the first basement) which has an elevation of 22.02 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the first basement) which has an elevation of 22.02 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with base of first and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 1<sup>st</sup> East of the Third Principal Meridian; thence South along the last line of said Lot 7 5<sup>th</sup> feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 55.5 feet to the point of beginning of the area herein described; thence continue West along said parallel line 25.51 feet to a point; thence South 10 feet to a point; thence East 15.07 feet to a point; thence North 5.00 feet to the point of beginning, all in Cook County, Illinois.

an angle of 90 degrees to the left with the last described course 15.07 feet to a point; thence North along a line for an angle of 45 degrees to the right with the last described course 15.07 feet to a point; thence North 2.00 feet to a point; thence West 0.52 feet to a point; thence East 5.03 feet to a point; thence South 4.51 feet to a point; thence East 7.52 feet to a point; thence North 15.07 feet to a point; thence East 2.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the floor of a stair landing) which has an elevation of 11.42 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the first basement) which has an elevation of 22.02 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with base of first and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 1<sup>st</sup> East of the Third Principal Meridian; thence South along the last line of said Lot 7 5<sup>th</sup> feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 55.5 feet to the point of beginning of the area herein described; thence continue West along said parallel line 25.51 feet to a point; thence South 10 feet to a point; thence East 15.07 feet to a point; thence North 5.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

-Pace 4-

part of the following described area and space lying above a horizontal plane (being the ceiling of the second basement) which has an elevation of 14.18 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first basement) which has an elevation of 14.23 feet with relation to Chicago City Datum of a 33 story building with basement and second basement described as commencing at the northeast corner of lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinds's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 1 East, 3rd Principal Meridian; thence South along the East line of said Lot 7 55.41 feet; thence west parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 15.50 feet to the point of beginning of this area herein described; thence continue West along said parallel 15.50 feet to a point; thence South 3.00 feet to a point; thence East 28.67 feet to a point; thence North 100 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the ceiling of the second basement) which has an elevation of 14.18 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first basement) which has an elevation of 14.23 feet with relation to Chicago City Datum of a 33 story building with basement and second basement described as commencing at the northeast corner of lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinds's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 1 East, 3rd Principal Meridian; thence South along the East line of said Lot 7 55.41 feet; thence west parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 15.50 feet to the point of beginning of this area herein described; thence continue West along said parallel 15.50 feet to a point; thence North 3.00 feet to a point; thence East 28.67 feet to a point; thence South 100 feet to the point of beginning, all in Cook County, Illinois.

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Description of Condemned Property - reel 2

That part of the following described area and space lying above a horizontal plane (being the floor of the second basement) which has an elevation of 15.36 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the second basement) which has an elevation of 16.06 feet with relation

to Chicago City Datua to wit i a portion of a 33 story building with basenent and second basenent described as coaaenciag at the northeast comer of lot ? ia the Assessor's Division of the South half and the East 100 fset of the Horth half of aloek 21 of Kinzie's Addition to Chicago, beiaq a Subdivision of the Horth fraction of Section 10, Township 39 Hcrth, aange 14 East of the Third princi-al .:sridiaa; thence South along the East liae cf

Lot 7 54.5 fast; thsnce West parallel to the South liae of Lots 7, 8 aad 9 ia the aforesaid Subdivision 'rl.iS fset to the point cf begiasig of ths area hers in described; thence contiaue West along <\*&#9632; parallel liae fS.OQ fast tp a point; thsnce Scuth 255 feet to a point"; thencs Vest LZ-S8 fset to a poiat; thencs North3-57 feet ta a point; thencs lAsta.ee <http://lAsta.ee> feet to a poiat; thence Horth 2.aS feet to a paint; thencs Vest 722 feet to a poiat; thence South 7.53 feat to a ocist; thence Vest 1.68 fest to a point; thence Hcrth 7.5B fest to a point; thencs West Wr.ll feet to a point; thence South 44.S5 Test to a point; thencs East / S= fsst to a poiat; theace Hcrth 1\*3 feet to a poiat; thanca East /2S33 feat to a point; thencs Hcrth 2Q&Z feet to a point; theace West o.GS fest to a point; thencs Horth 2.oo fset to a point; thence East feet to a point; theacs North lloo fest to a point; thencs 2asi Cbl feet to a poiat) thence Horth 2.50 fset to the poiat of cegianing, all .in Cook County, Illinois.

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That part ef ths. following described area, and space lyiag above \_ a bcrizntal plane . which has an elevation cf S.8I feet with relation to Chicago City Da-tux aad lyiag below a hcrizntal plane

which has an elsvatizn of /0.0+ fest with rsiation to Chicago City Datua ta vit: a portion of a 33 stery building with baseaasat aad see end base-ae.-.t described as cocaenciag at the northeast ccrer cf Let 7 ia the Assessor's Division of the South half and tha East 100 feet of ths Horth half cf 2Ioca 21 of Kinzie's Addition to Chicago, being a Subdivision ef the Hcrth fraction of Section 10, Twtnship 39 Horth, Haage li East of the Third Principal Keridian; thenoe South along the East liae ef said let 7 725' feet; thenca Vest parallel to the South lias of Lots 7, 3 and 9 ia the aforesaid Subdivision #.\*S. fset to the poiat of beginning of the area herein described: thence continue West along said parallel line <U£ fsst to a poir.i; thsnce Scuth 23.5? fest tn a point; thsnce Vest 23.SS fsst to a"point; theses Hcrth ZsMZ fest to a point; theacs Vest 0.(,S fsst to a poiat; thence Hcrth 2.CC fast to a poiat; thence East2C20 fset to a point; thencs Scuth 2.C0 fest to the twiat of besirai.-.\*. all ir. Cock County, Illiacis.

EXHIBIT "A"

#### Descriptios of Coadoeialua Property - Parse! ?

That part cf ths following described area and space lying above a hcrizontal plane (being the floor of the second floor ) which has an elevation of 36.89 feet with relation to Chicago City Datua aad lying below a horizontal plane which has aa elsvatioa of 45.86 feet with relation to Chicago City Datua tc wit: a portion of a 33 story building with baeeaeent and second baseasat described u soanaaciag at the acrth-«ast earner of Lot 7 in the Assessor's Division of the South half aad ths East 100 fset of the North half of Sleek 21 cf Kiazis'a Addition to Chicago, being a Subdivision af the North fractioa of Section 10, Township 39 North, Saage 14 East of the Third Principal Meridian; thsnce. South along tho Sast liae of said Lot 7 j^.j feet; thence Vast. parallel to the South lias of Lots 7, e and 9 ia tho aforesaid eubdivision 121.87 feet to the poiat of beginning of the area herein described; thence continue Vest along said parallel line £.82 feat to a poiat\* theace North 3-3° feat to a point; theacs Sast 12.13 feet to a point; thence Harsh 15.60 fset to a point; theace East 11.30 feat to a poiat; theace Southeast along a liae foraiag an angle of 4,5 degress tc the right vith the last described course 1.6j fset to a poiat; thencs Northeast along a liae foraiag aa angle of 90 degrees with the last described course i.65 feat to a poiat; theace East 4.38 feet to a poiat; thsnce South 18.90 feet to the poiat of begicaiaq; all ia Cook Couaiy, Ulincis.

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DESCRIPTION ATTACHED (EXHIBIT "A") TO AFFIDAVIT OF TITLE  
FOR 53a NORTH MICHIGAN AVENUE

TRACT 1; PARCEL 1:

Lot 7 in Assessor's Division of the South half and the East 103 feet of the North half of Block 21 in Kinzie's Addition to fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lots 8 and 9 in Assessor's Division of the South half and the East 103 feet of the North half of Block 21 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

parcel 3:

Lot 7 in W.L. Newberry's Subdivision of the North 118 feet of the West 200 feet of Block 21 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4:

The triangular shaped part of the East and West public alley lying West of and adjoining the East line of Lot 7, extended South, to its intersection with the South line of Lot 7, extended East, in said Newberry's Subdivision, being that portion of said alley vacated by Ordinance passed October 11, 1961 and recorded November 1, 1961 as Document 18318484, all in Cook County, Illinois.

LESS THAT PORTION LEGALLY DESCRIBED AS FOLLOWS: Parcel A

That part of the following described area and space lying above a horizontal plane (being the floor of the third floor) which has an elevation of 51.83 feet with relation to Chicago City Datum and lying below a horizontal plane (being the roof of the penthouse) which has an elevation of 347.46 feet with relation to Chicago City Datum to wit: an area and space including a portion of a 33 story building with penthouse, basement and second basement described as the South 68.0 feet of Lots 7, 8 and 9 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 in Kinzie's Addition to Chicago, being a Subdivision of the North 1/4 fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois. ;Jj

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Parcel B CJ

That part of the following described area and space lying CH above a horizontal plane (being the floor of the first floor) which has an elevation of 23.90 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the first floor) which has an elevation of 36.25 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 54.5 feet; thence West parallel to the South line of

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EXHIBIT "A"

Lots 7, 8 and 9 in the aforesaid Subdivision 85.42 feet to the point of beginning of the area herein described: thence continue West along said parallel line 29.50 feet to a point; thence North 4.33 feet to a point; thence East 0.95 feet to a point; thence North 3.93 feet to a point; thence West 41.00 feet to a point; thence South 37.14 feet to a point; thence West 0.80 feet to a point; thence South 4.28 feet to a point; thence East 70.35 feet to a point; thence North 32.66 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the ceiling of the first basement) which has an elevation of 23.02 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first floor) which has an elevation of 23.90 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 54.5 feet; thence West parallel to the South line of Lots 1, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence South 8.00 feet to a point; thence East 28.67 feet to a point; thence North 8.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the ceiling of the first basement) which has an elevation of 23.02 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first floor) which has an elevation of 23.90 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 77.5 feet; thence East parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence North 8.00 feet to a point; thence East 28.67 feet to a point; thence South 8.00 feet to the point of beginning, all in Cook County, Illinois. ^

Parcel C ^s

Cf;

, . <f.

That part of the following described area and space lying ^ above a horizontal plane (being the ceiling of the first ^ floor) which has an elevation of 36.25 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the third floor) which has an elevation of 51.83 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 77.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence South 8.00 feet to a point; thence East 28.67 feet to a point; thence North 8.00 feet to the point of beginning, all in Cook County, Illinois.

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Chitdijo, being a subdivision of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 51.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence South 8.00 feet to a point; thence East 28.67 feet to a point; thence North 8.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the ceiling of the first floor) which has an elevation of 36.25 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the third floor) which has an elevation of 51.83 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 77.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence North 8.00 feet to a point; thence East 28.67 feet to a point; thence South 8.00 feet to the point of beginning, all in Cook County, Illinois.



Parcel D

That part of the following described area and space lying above a horizontal plane (being the floor of the first basement) which has an elevation of 14.89 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the first basement) which has an elevation of 23.02 feet with relation to Chicago City Datum to wit: & portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 54.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 28.48 feet to the point of beginning of the area herein described; thence continue West along said parallel line 30.19 feet to a point; thence South 7.55 feet to a point; thence West 13.42 feet to a point; thence North 5.52 feet to a point; thence East 1.37 feet to a point; thence North 2.03 feet to a point; thence West 7.15 feet to a point; thence South 7.55 feet to a point; thence West 7.58 feet to a point; ^ thence North 7.55 feet to a point; thence West 114.43 feet to a point; thence South 44.86 feet to a point; thence East 1.55 feet to a point; thence North 1.23 feet to a point; thence East 126.78 feet to a point; thence Northeast along a line forming an angle of 45 degrees to the left with the last described course 2.03 feet to a point; thence Northwest along a line forming an angle of 90 degrees to the left with the last described course 1.60 feet to a point; thence North along a line forming an angle of 45 degrees to the right with the last described course 18.10 feet to a point; thence East

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0.52 feet to a point; thence North 2.00 feet to a point; thence West 0.52 feet to a point; thence North 5.09 feet to a point; thence East 34.55 feet to a point; thence South 4.76 feet to a point; thence East 7.32 feet to a point; thence North 13.65 feet to a point; thence East 0.73 feet to a point; thence North 2.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the plane of a stair landing) which has an elevation of 11.42 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the first basement) which has an elevation of 23.02 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 77.99 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 23.46 feet to the point of beginning of the area herein described; thence continue West along said parallel line 0.66 feet to a point; thence South 6.52 feet to a point; thence West 7.52 feet to a point; thence North 9.36 feet to a point; thence East 7.52 feet to a point; thence South 0.33 feet to a point; thence East 0.67 feet to a point; thence South 2.51 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the ceiling of the second basement) which has an elevation of 14.16 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first basement) which has an elevation of 14.83 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction

of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 54.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence South 8.00 feet to a point; thence East 28.67 feet to a point; thence North 8.00 feet to the point of beginning, all in Cook County, Illinois. ^  
ALSO

That part of the following described area and space lying above a horizontal plane (being the ceiling of the second basement) which has an elevation of 14.16 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first basement) which has an elevation of 14.89 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction

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of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 77.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence North 8.00 feet to a point; thence East 28.67 feet to a point; thence South 8.00 feet to the point of beginning, all in Cook County, Illinois.

Parcel E

That part of the following described area and space lying above a horizontal plane (being the floor of the second basement) which has an elevation of 5.96 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the second basement) which has an elevation of 14.16 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 54.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 41.49 feet to the point of beginning of the area herein described; thence continue West along said parallel line 16.08 feet to a point; thence South 7.55 feet to a point; thence West 12.68 feet to a point; thence North 5.57 feet to a point; thence East 0.66 feet to a point; thence North 2.05 feet to a point; thence West 7.22 feet to a point; thence South 7.53 feet to a point; thence West 7.68 feet to a point; thence North 7.55 feet to a point; thence West 114.31 feet to a point; thence South 44.85 feet to a point; thence East 1.55 feet to a point; thence North 1.23 feet to a point; thence East 126.23 feet to a point; thence North 20.62 feet to a point; thence West 0.68 feet to a point; thence North 2.00 feet to a point; thence East 29.54 feet to a point; thence North 19.00 feet to a point; thence East 0.67 feet to a point; thence North 2.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane which has an elevation of 5.81 feet with relation to Chicago City Datum and lying below a horizontal plane which has an elevation of 10.04 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 in Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 77.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 41.49 feet to the point of beginning of the area herein described; thence continue West along said parallel line 0.66 feet to a point; thence South 20.62 feet to a point; thence West 0.68 feet to a point; thence North 2.00 feet to a point; thence East 30.20 feet to a point; thence South 2.00 feet to the point of beginning, all in Cook County, Illinois.

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Parcel F

That part of the following described area and space lying above a horizontal plane (being the floor of the second floor) which has an elevation of 36.89 feet with relation to Chicago City Datum and lying below a horizontal plane which has an elevation of 45.86 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 54.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid subdivision 121.87 feet to the point of beginning of the area herein described; thence continue West along said parallel line 6.82 feet to a point; thence North 3.30 feet to a point; thence West 12.13 feet to a point; thence North 15.60 feet to a point; thence East 11.30 feet to a point; thence Southeast along a line forming an angle of 45 degrees to the right with the last described course 1.65 feet to a point; thence Northeast along a line forming an angle of 90 degrees with the last described course 1.65 feet to a point; thence East 4.88 feet to a point; thence South 18.90 feet to the point of beginning; all in Cook County, Illinois.

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Exhibit B

Legal Description of Grand Abutting Property

160 E. Grand Avenue Chicago  
Illinois 60611

Lots 5 and 6 in Assessor's Division of South Vz of East 103 feet of North y<sub>2</sub> of block 21 in Kinzie's addition to Chicago, a subdivision of North fractional half of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

## Plan

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Arthur Dolinsky  
Counsel  
City of Chicago, Department of Law 121 N. LaSalle  
Street, Room 600 Chicago, IL 60602

## Senior

## **PUBLIC WAY EASEMENT AGREEMENT**

THIS AGREEMENT (the "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between the City of Chicago, an Illinois Home Rule municipality (the "City"), by and through its Department of Transportation ("CDOT"), and 535 North Michigan Venture, LLC, a Delaware limited liability company ("Michigan Owner") and 160 E. Grand Avenue Associates, LLC, a Delaware limited liability company ("Grand Owner"), (Michigan Owner and Grand Owner are hereinafter collectively referred to as the "Grantees.")

### **WITNESSETH:**

WHEREAS, Michigan Owner is the owner of the property legally described in Exhibit A which is attached and incorporated ("Michigan Abutting Property"); and

WHEREAS, Grand Owner is the owner of the property legally described in Exhibit B which is attached and incorporated ("Grand Abutting Property") (collectively, the Grand Abutting Property and Michigan Abutting Property are known as "Abutting Properties"); and

WHEREAS, the Grantees have jointly proposed to construct, install and maintain an approximately twenty (20) foot wide publicly accessible deck structure with a pedestrian promenade to be built over the Grand Avenue public way adjoining the Abutting Properties and Upper Michigan Avenue with one (1) publicly accessible stairway and an elevator and building space needed for public access to the elevator, all as currently exists in the Grand Abutting Property ("Elevator") to provide pedestrian

access between Upper Michigan Avenue and lower level Grand Avenue, in accordance with the drawing attached and incorporated as Exhibit C ("Project"); and

WHEREAS, the Project will have the effect of improving pedestrian access between upper Michigan and lower Grand Avenues and will benefit the Abutting Properties by improving access and visibility for commercial and other tenants and improving the value of the Abutting Properties; and

WHEREAS, the Project will require the use of the public right-of-way of east Grand Avenue, including the air space in and above the street and sidewalk in such public way; and

WHEREAS, the City and Grantees desire to grant mutual easements for the Project;

NOW, THEREFORE, in consideration of the foregoing recitations, which by this reference are incorporated herein, and the mutual covenants contained hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Michigan Owner, Grand Owner and City agree as follows:

1. Grant of Public Way Easement. The City hereby grants and conveys to Michigan Owner, and the Michigan Owner hereby accepts from City, an easement in and to the ground and air rights in Grand Avenue as legally described and depicted in Exhibit D which is attached and incorporated ("Public Way Easement Areas") solely for purposes of installing, constructing, using, operating, maintaining, inspecting, repairing, replacing, reconstructing and removing the Project in accordance with this Agreement. This easement shall be known as the Michigan Public Way Easement.

The City hereby grants and conveys to Grand Owner, and the Grand Owner hereby accepts from City, an easement in and to the ground and air rights in the Public Way Easement Areas for purposes of installing, constructing, using, operating, maintaining, inspecting, repairing, replacing, reconstructing and removing the Project in accordance with this Agreement. This easement shall be known as the Grand Public Way Easement.

**The parties may, by agreement of Grantees and the City's Commissioner of CDOT ("Commissioner"), substitute revised legal descriptions for the Public Way Easement Areas described in Exhibit D, provided that such legal descriptions describe substantially the same property as that described in Exhibit D.**

2. Grant of Elevator Easement. The Grand Owner hereby grants and conveys to City, and the City hereby accepts from the Grand Owner, an easement in and to the portion of the Grand Abutting Property depicted in Exhibit E ("Elevator

Easement Area") for purposes of providing the public with use of and access to use the Elevator in accordance with this Agreement. This easement shall be known as the Elevator Easement.

The Grand Owner shall permit the public to use and access the Elevator between the hours of 8:00 a.m. and 10:00 p.m. daily. The Grand Owner must post on the pedestrian deck and on the lower Grand Avenue level of the Grand Abutting Property maps (at least one map at each location) that show (a) the location of the closest elevator that is open to the public during the hours of 10:00 p.m. and 8:00 a.m. and can be used to travel to/from lower Grand Avenue from/to upper Michigan Avenue. Such maps, and the locations at which such maps are posted, are subject to the prior written approval of the Commissioner of the Mayor's Office for People with Disabilities. The Grand Owner shall keep the Elevator, and the rest of the Elevator Easement Area in good repair and working condition for public use at all times, subject to reasonable maintenance, replacement and repair schedules. Grand Owner may reasonably regulate the use of the Elevator Easement Area and impose reasonable conditions on the use of the Elevator Easement Area, subject to the City's reasonable approval of such regulations and conditions which approval shall not be unreasonably withheld or denied and which approval shall be granted by the City only in accordance with all applicable Federal, State and local statutes, ordinances, rules, regulations, orders, judgments,

regulations, administrative rulings and other exercises of governmental authority ("Law") including those regarding accessibility standards for persons with disabilities or environmentally limited persons, such as: (1) the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq., and the regulations promulgated thereunder, (2) the Illinois Environmental Barriers Act (410 ILCS 25/1 et seq. (1996)), (3) "The Illinois Accessibility Code", 71 Ill. Adm. Code 400, and (4) applicable codes and ordinances of the City of Chicago, Cook County and State of Illinois.

In connection with the rehabilitation or redevelopment of the Elevator Easement Area, Grand Owner may request the City's approval of the reconfiguration and/or relocation of any portion of the Elevator Easement Area, including replacement or rehabilitation of the Elevator. Upon receiving such a request, the City's Commissioner of Transportation ("Commissioner") shall review the request to determine if it provides substantially similar or equally convenient public access, and upon being so satisfied, shall approve the work. Commissioner may condition the approval on the Grand Owner's providing assurances or agreeing to conditions that are intended to assure continued public use in accordance with the terms and conditions of the Elevator Easement.

Grantees both warrant to City that Grand Owner has sufficient title and interest in and to the Grand Abutting Property to enter into this Agreement and bind the Grand Abutting Property with the Elevator Easement.

3. Term. Subject to the provisions of Section 18 hereof, the term of the Public Way Easement and the Elevator Easement shall each be thirty (30) years commencing with the Effective Date hereof.
4. Grantees' Obligation to Fund the Project. The Grantees, at their sole cost and expense, shall be responsible for and pay for the design, construction, installation, alteration, protection, operation, maintenance, inspection, repair, replacement reconstruction and, as required or authorized herein, removal of improvements as authorized or required pursuant to this agreement, equipment and facilities of the Project and all other improvements, facilities and equipment that are reasonably necessary or appropriate for the use or enjoyment of the Project by the public , including the Elevator and Lift. The Grantees shall be responsible and pay for a) all utility expenses incurred with respect to the operation of the Project including those within the Public Way Easement Areas and the Elevator Easement Area; and b) all removals of the Project or any part thereof as authorized or required pursuant to this Agreement.
5. City Approval. Grantees represents to City that the Project was completed in accordance with Law under Grantee's direct supervision prior to execution of this Agreement. Prior to the commencement of any substantial work for the construction, installation, alteration, protection, maintenance, inspection, repair, inspection, repair, replacement, or reconstruction of the Project ("Project Work"), the Grantees shall prepare and deliver to the Commissioner for review and approval proposed plans and specifications for the Project Work, including anticipated closures, which shall be in compliance with this Agreement including Exhibit C. The Commissioner shall make all reasonable effort to approve or reject the plans and specifications within fifteen (15) business days of receipt. The Grantees shall expressly warrant with delivery of the proposed

plans and specifications that they have been prepared under the direct supervision of the Grantees, and are or will be in full compliance with Law. Upon approval, the plans and specifications shall be known as the Project Plan.

6. Utilities and public service facilities adjustments. The Grantees shall be responsible for obtaining permits and approvals, and paying for any and all removals, relocations, alterations, additional maintenance and restorations of or to any utility or public service structures or facilities that either the Grand Owner or Michigan Owner interferes with the Project or has a negative impact on surrounding City improvements, such as pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and similar items, and including any City-owned or City-controlled structures or facilities located in or adjacent to the Public Way Easement Areas, which work is, in the opinion of the Commissioner, reasonably necessary or appropriate for the Project or the Project Work. The Grantees shall be responsible for obtaining the required permits, consents and approvals from, and making suitable arrangements with all entities

owning or having an interest in such structures and facilities, including any department of the City.

7. Completion of Construction. The Grantees shall diligently pursue and complete all Project Work on a timely basis.
8. Restriction on Uses within Public Way Easement Areas. Except for (a) temporary closures that are reasonably required to perform routine maintenance, replacement and repairs for which the Grantees provided ten (10) business days advance written notice to the City, or (b) in circumstances where the closing of some or all of the Project and the Easement Area is reasonably necessary to avoid or minimize a substantial risk of imminent injury or death of any person, or substantial property damage or destruction ("Emergency") and the Grantees have provided City with notice(s) as are reasonable under the circumstances, including telephone and/or email notices, the Project shall be open and available for the use by the public twenty-four (24) hours a day, seven (7) days a week, every day of the year. Except for the operation of a sidewalk cafe on the Project for which a valid Sidewalk Cafe Permit has been issued by the City's Department of Business Affairs and Consumer Protection, or as may be authorized by other grants of rights to use or occupy the public way, and except for temporary closures due to routine maintenance, replacement and repairs or emergencies as stated above, the Grantees shall not authorize any use of the Abutting Properties, including the Elevator Easement Area, or the Public Way Easement Areas for any purpose that will substantially interfere with the use of the Project, the Elevator Easement, or the public ways by the public. Subject to the foregoing, the Grantees may utilize portions of the Abutting Properties other than the Elevator Easement Area for entertainment, exhibits, displays and commercial activities, provided that such activities shall not, in the reasonable opinion of the Commissioner, substantially interfere with the public's use of the Project described in this Agreement.
9. Compensation. Because the installation, construction, use, alteration, protection, operation, maintenance, inspection, repair, replacement, reconstruction and removal of the Project in



accordance with this Agreement, and the grant to City of the Elevator Easement, will benefit the public by improving access to, from and through the public ways as required by the law of public trust pursuant to which the City holds legal title to the Public Way Easement Areas on behalf of the people of the State of Illinois, the compensation for the grants of the Public Way Easement shall be a one-time payment by each Grantee of \$10.00.

#### 10. Maintenance.

- a. The Grantees shall maintain the Project and any portion of the Abutting Properties supporting or serving the Project so that they do not materially and adversely interfere in any way with the Elevator Easement or any use

of the public way by the City, the public or any person or entity authorized to use or occupy the public way in accordance with applicable Law subject to temporary closures described in Section 8 above. In addition, the Grantees shall maintain the Public Way Easement Areas and the Elevator Easement Area and those portions of the Project and all portions of the Abutting Properties supporting or serving the Project in a neat, clean and usable condition consistent with the public use required by this Agreement and the Project Plan, and consistent with the general custom and practice of owners of Class A office and commercial buildings in the Central Business District of Chicago.

- b. The Grantees shall cooperate with the City, or any other person or entity acting under the direction of or with authority granted by the City to use and occupy the public way, concerning the coordination of uses of the public way, the Elevator Easement, or City owned property adjacent thereto. The Grantee shall provide prompt responses to inquiries, attending meetings and site visits, and providing complete disclosures of information concerning the Project and their potential involvement in any proposed or existing use of the public way.
- c. The Grantees shall provide adequate directional signage within the Public Way Easement Areas and the Elevator Easement Area to indicate the location of stairways, elevators, exits providing access to Grand Avenue and Michigan Avenue.

11. City has no maintenance or operational duties. The Grantees acknowledge that City is not responsible for the operation, maintenance, repair of or security of the Project or the Abutting Properties or the Public Way Easement Areas, and City has no obligations with respect thereto. Notwithstanding the foregoing, in the event that the Project or any portion of the Abutting Properties supporting or serving the Project or the Elevator have not been maintained in compliance with this Agreement, the City may send both Grantees a written notice of such noncompliance. In the event that such noncompliance is not cured by either Grantee within thirty (30) days after receipt of such notice of noncompliance ("Cure Period"), then City may cause the correction of the noncompliance and the Grantees 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; provided however, that, in the event that noncompliance cannot reasonably be cured, or cause to be cured within thirty (30) days after written notice, and either Grantee has notified the City of such fact along with an estimate of the

time needed for completion of the cure, and the Grantees are proceeding diligently to make, or cause to be made, the cure, then Cure Period shall be extended by such additional time as is reasonably required and is stated in the notice to cure the non-compliance. Notwithstanding the foregoing, in the event that City discovers that a condition of

the Project or in, on, over or under the Public Way Easement Areas constitutes an Emergency, then City may provide such notices to the Grantees as are reasonable under the circumstances, including telephone and/or email notices, City may take all reasonable actions necessary to reduce and/or remove the Emergency. In such event, Grantees shall reimburse City for all actual costs incurred in connection with addressing such Emergency within thirty (30) business days of receipt of a notice from City detailing such costs and demanding payment therefor

12. Removal and Restoration. Upon expiration or termination of some or all of the Public Way Easement, the Grantees, without cost or expense to the City, shall promptly remove the such portions of the Project (excluding subgrade foundations) from the Public Way Easement Areas and the adjacent public ways, and shall restore them to the extent altered or disturbed by the installation, construction, use, operation, inspection, maintenance, repair, replacement or removal of the Project, and all work related thereto, to a proper condition under the supervision and to the reasonable satisfaction of the Commissioner and in accordance with the Law. In the event that Grantees fail to perform any such removal and restoration as required in this Section, then then City may cause the performance of such removal and restoration, and the Grantees shall reimburse City its costs and expenses reasonably incurred in performing such removal or restoration within thirty (30) days of receipt of a notice from City detailing such costs and demanding payment;

13. Indemnity. To the full extent under the Law, the Grantees shall indemnify, defend and hold harmless the City, its officers, officials, agents and employees from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage ("Claim") arising out of or resulting from the Project Work, the Grantees' duties associated with Elevator, and the Elevator Easement Area, and the use of the Public Way Easement Areas by Grantees, and their respective agents, employees, lessees, permittees, licensees, or invitees including the members of the public ("Grantees Parties"). To the extent permissible by Law, the Grantees hereby waive any limits to the amount of its obligations to indemnify, defend or contribute any sums due under any losses, including any claim by an employee of City, Grantees or a contractor 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)).

14. Insurance. Grantees shall at all times maintain in full force and effect policies

of insurance with the coverages and endorsements identified in Exhibit F which is attached and incorporated. In the event that after the Effective Date the Grantees shall perform, or retain or utilize an employee, contractor, agent or any other person or entity ("Grantees Agent") to perform any Project Work, or any work in the Public Way Easement Areas or any duties associated with the

Elevator, and the rest of the Elevator Easement Area, then prior to commencing such work, Grantees shall either add or require the Grantees Agent to add the City as additional insureds on applicable policies of insurance and endorsements covering the work in accordance with Exhibit G which is attached and incorporated.

## 15. Notices

(a) All notices or other communications required or given under the terms of this Agreement shall be in writing, and shall be delivered by: (i) personal delivery; (ii) commercial overnight courier service; (iii) certified mail, return receipt requested; or (iv) facsimile transmission, accompanied by a copy of the Notice mailed by first-class mail, addressed to the parties as follows:

If to the Grantees: 535 North Michigan Venture, LLC  
160 E. Grand Avenue Associates, LLC c/o JB Realty, Inc.  
Attn.: Arthur/John/Michael Balourdos 535 N. Michigan  
Avenue, Suite 200 Chicago, IL 60611

If to City: City of Chicago  
Department of Transportation Bureau of Project  
Management 30 North LaSalle Street, Room 500  
Chicago, Illinois 60602 Attn.: Assistant  
Commissioner

With copy to: Corporation Counsel  
City of Chicago City Hall, Room 600 121  
N. LaSalle Street Chicago, IL 60602  
Attn.: Deputy Corporation Counsel - Real Estate

b) A notice shall be deemed to have been served: (i) upon receipt if served by personal delivery or by commercial overnight courier service; or, (ii) upon the fifth (5th) business day following deposit with the U.S. Post Office and served by certified mail where the receipt has been signed.

c) Either party may change the address to whom service of notices shall be effected by a

notice in conformity with the provisions of this Section 15.

16. Compliance with Law. The Grantees agree that the Public Way Easement Areas shall be used and the Project shall be constructed, installed, used, operated, inspected, maintained, repaired and replaced in complete compliance with Law.
17. Covenants Running with the Land. This Agreement and all rights granted and obligations created shall run with the Abutting Properties and shall bind, be enforceable by, and inure to the benefit of the City, the Grantees and their respective successors and assigns.
18. Illinois Law and Public Trust. 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. In the event that the City is required to exercise its discretion and does require changes to the Public Way Easement Areas, the City agrees to exercise its discretion under the public trust to reasonably minimize disruption to the Grantees.
19. Recordation Permitted. Either party, at its sole expense, may, without the consent of the other party, record this Agreement. The party recording this Agreement shall provide the other party with a copy of the recorded Agreement in a timely manner.
20. Authority and Validity. The Michigan Owner and Grand Owner agree that they will be jointly and severally liable for the performance of all obligations of the Grantees in this Agreement, including the obligations of the other Grantee, provided that either Owner's responsibility is conditioned upon receiving notice as required by this Agreement. Each of the persons executing this Agreement on behalf of the respective Grantees hereby represents and warrants to the City that (i) this Agreement has been duly authorized, executed and delivered by the Grantee on whose behalf such person has executed this Agreement and (ii) this Agreement constitutes the legal, valid and binding obligation of such Grantee, enforceable against it in accordance with its terms. The City acknowledges that this Agreement was authorized by ordinance approved by the City Council on , 20\_ (C.J. pp - .)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Grantees and City have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

535 North Michigan Venture, LLC, a Delaware  
limited liability company

By:  
Name: \_\_\_\_\_, its Manager

160 E. Grand Avenue Associates, LLC, a  
Delaware limited liability company

By:  
Name: \_\_\_\_\_, its Manager

CITY OF CHICAGO, a municipal corporation

By: \_\_\_\_\_  
Commissioner of Transportation

**APPROVED AS TO FORM AND LEGALITY:**

Senior Counsel

State of Illinois County of Cook

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) SS )

I, \_\_\_\_\_, a notary public in and for said county, in the State  
aforesaid do hereby certify that \_\_\_\_\_, personally known to me to be  
the Manager of 535 North Michigan Venture, LLC, a Delaware limited liability company, and  
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 in such capacity,  
he signed and delivered the said instrument as his free and voluntary act and as the free and  
voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public

State of Illinois )  
 ) SS  
County of Cook )

I, \_\_\_\_\_, a notary public in and for said county, in the State aforesaid do hereby certify that \_\_\_\_\_, personally known to me to be the Manager of 160 E. Grand Avenue Associates, LLC, a Delaware limited liability company, and 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 in such capacity, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public

State of Illinois )  
 ) SS  
County of Cook )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gia Biagi, personally known to me to be the Commissioner of Transportation of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that as said Commissioner, she signed and delivered said instrument, as her free and voluntary acts, and as the free and voluntary acts and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public

Exhibit A  
Legal Description of Michigan Abutting Property

That part of the following described area and space lying

above a horizontal plane (being the floor of the third floor) which has an elevation of 36.3 feet with relation, to Chicago City Data and lying below a horizontal plane (being the roof of this penthouse) which has an elevation of 37.1 feet with relation to Chicago City Data to wit: an area and space including a portion of a 33 story building with penthouse, basement and second basement described as the South 63.0 feet of lots 7, 3 and 9 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

ioriniur. ?rczerty - Parcel 3

That part of the following described area and space lying above

a horizontal plane (being the floor of the first floor) which

has an elevation of 22-30 feet with relation to Chicago City Data and

lying below a horizontal plane (being the ceiling of the first floor)

which has an elevation of 36.25 feet with relation to Chicago City Data

to wit: a portion of a 33 story building with basement and second basement

neat described as contained at the northeast corner of Lot 7 of the

Assessor's Division of the South half and the East 100 feet of the North

half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision

of the North fraction of Section 10, Township 39 North, Range 14 East

of the Third Principal Meridian; thence South along the East line of

said Lot 7 feet; thence West parallel to the South line of Lots 7, 3 and 9 in the aforesaid Subdivision 35.4 feet to the point of beginning of the area herein described; thence continue West along said parallel line 22.5 feet to a point; thence North 48.3 feet to a point; thence East 0.3 feet to a point; thence North 33.3 feet to a point; thence West - 36.0 feet to a point; thence South 37.1 feet to a point; thence West 4.23 feet to a point; thence South 4.23 feet to a point; thence East 70.2 feet to a point; thence North 32.5 feet to the point of beginning, all in Cook County, Illinois.

ALSO

of the first basement) which

That part of the following described area and space lying above

a horizontal plane (being the ceiling

has an elevation of 23.02 feet with relation to Chicago City Data and lying below a horizontal plane (being the floor - of the first floor) which has an elevation of 23.5 feet with relation to Chicago City Data to wit: a portion of a 33 story building with basement and second basement described as contained at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 feet; thence West parallel to the South line of Lots 7, 3 and 9 in the aforesaid Subdivision 35.4 feet to the point of beginning of the area herein described; thence continue West along said parallel line 22.5 feet to a point; thence South 4.23 feet to a point; thence East 70.2 feet to the point of beginning, all in Cook County, Illinois.

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which has aa elevation ef 23.» feet with relation to Chicago City 3atu= to y«ij a portion of a 33 stery building with btsemeat and second case-  
ier. described aa cooaenciag at th. northeast ccmer of Let 7in the

*Assessor's Diviaica of the South half aad the 2ast 100 feet o- the Horth half of Slock 21 cf Kiazie's Addition to Chicago, being a Suniiyisicn . e\*- the Jo-th '-  
action of Section 10, Township 3? North, Bange i-i 2asi of the Third Principal Meridian; thence South along tha Zast liae cf, said "Lot 7 725 feet; thence  
West parallel to the South line of Lots 7, 8 tad 9 in the aforesaid Subiivisicn S5.Se- <http://S5.Se->faet to the point of bogiaaisg of the area herein described;  
thence continue West along aaid .parallel line 2RC7 feet to a point; thence Hcrth 8.00 feet to a poist; thence 2ast Z&.C7 feet to a point; thence South S.oo  
feet to the poiat of beglaaing, all ia Cook County, THiaois. Description of Cor.doainiuc ?roper7 - rarccl C*

That part of the fallowing described area and space lying above

a hcrisontal plzae (being the ceiling cf the first floor ) which

has aa elevation of 3J.2S feet with relation to Chicago Cit7 Catus aad

lyis; bslow a heritor.-.\*! plaae (beiaq the floor ef the third floor)

which has aa elevation of SiSZ feet with relation to Chicago City Datua

to wit; a portion Of a 33 stery building with btaeaeat and sescsd base-

aent described is eaosenciag at the northeast earner of let 7 ia the

Assessor\* Division cf the South half and the Sast 100 feet of the North

half cf Slock 21 of Kiasit'a Addition to Chicago, being a Subdivision

of the North fraction of Section 10, Township 39 Horth, Range It 2aat

of the Third rincipal fcsridlan; ther.ce South along the Sast liae of

said Lot 7 S~S feat; thence West taraUal to the South line of Lots

7, 8 aad 9 ia the aforesaid Subiivisioa SS.C0 feet ta the poiat cf

begiaaisg of the area herein described; - theace continue Vest along

««M parallel liae 23.c7feet.to <http://23.c7feet.to> a poiat j theace South £00 feet ta a.

poiat; thsnco Sast feet to a poiat; thenee Horth 8.00 feet to  
the poiat of begianiag, all ia Cook County, Illinois. ~

ALSO

That part of the following described area and space lying above a horiscatal plane (beiaq the ceiliag of the first floor ) which has an elevation of 35.23 feet with relation to Chicago City Datua aad lyiaq below- a hcriscctal plane {beiaq ths floor of the third floor) which has aa elevation of StS2 f ««t with  
relation to Chicago City Eatxa to wit i a portion of a 33 stery building with basement and sec end base-Sreai described as ccaaenciag at tha northeast corner  
ef lat 7 ia the fr Assessor's Divislea of the South half and the Sast ICO fest of tha North <j half cf 31ock 21 cf Xiasie's Addition to Chicago, beiaq a  
Subdivision <T. of the Hcrth fra=tica"cf Section 10. Township 39 Scrth, Banga 1\*\* East W of the Third -riaciyai Keridiaa; theacs South along the Saat liae



of ft said Let 7 775 feet; theace Vest parr 11\*1 to the South liae cf Lets 7, 8 and 5 • ia the aforesaid Subdivision eS.«Of eet to the poist of ^ begiaaiaag of the arsa hersia described; theace cor.tir.ua <<http://cor.tir.ua>> West aiaag said parallel liae ZSjCJ feet to a poiat; theace Nrth S.co fssst to a poiat; theace Sast 2SS1 feet to a poihit; theence South 3.CO faet to the point cf begiaaiaag, all in Cook County, Illinois.

• Description af Car.dcaiaiu Property - parcel S

tixt, part of tho faHovirs described area "and space lyi-is above a hcriaoetal plane (being the floor of the first baseaeat ) which has an elevation of K83 fset with relation to Chicago City Datua and lyiag below a horizontal plane (beiaig the 'csiling of the first bassneai) which haa aa elevation of 22.02 feet with relatca to Chicago City Datua to wit: a portion of a 33 story building vita baeeaeat and seacad base-ar. described aa camaenciag at the northeast corner of Let 7 ia the Assessor's Division of the Scuth half and tho East 100 fset of ths Horth

af 31ocJc 21 of Xiazie's Addition to Chicago, being a Subiivision of the Hcrth fraction of Section IC, Township 39 Hcrth, Zaage i'i Sast of the Third: Principal Keridiaa; thenes South along ths-Sast lias of

Lot 7 5-f.S fset; thsnce West parallel ta ths South liae cf Lots 7, 8 and 9 la the aforesaid Subdivision 23.48 feet to the point of bffgirr.^ng of the area her tin described/ thence cantiaus West along said parallel 30.13 fset to a poiat; theace South: 7.55 fset to a poiat; theacs West .3\*2 fset to a poiat; theace Hcrth A52 feet to a joist; theace Sast A37 feet ta a poiat; thease Horth 2J& feat to a poiat; theace West Zts feet to a poiat; theace South 7.55 fset to a .point;...thence West 233 feet to a poiat; theace Horth 755 feet to a poiat; theace West 114.43 feet to a poiat; theence South-f-f-of feet to a poiat; theence Sast LS5 fset to a poiat,- theace Hcrth 1-23 feet to a poiat; theacs Sast l2Z.lt <<http://l2Z.lt>> feet to a poiat; theace. Northeast aisag a. line foraiag aa angla of 45 degress to the left with the last described course 2j3 fset to a poiat { theence Northwest along a line

,'-e ia angle of 90 degrees to the left with ths last described course USO feet to a roirt; theence Horth along a lias foraiag an angle of k5 degrees to the right with the last described course 18. IO feet to a noiat; theacs East °52 feet to a poiat; theence Horth 2^o fset to a point; thenes West 0.5Z feet to a poiat; theses Horth 5.03 fset to a acini; theence Sast 34S5 feet to a poiat; theace Souia 4.1S feet ta a poiat; theence Sast 7.SZ feet ta a poiat; theace Horth V8.C-3 fset to a poiat; theace Sast 0.73 feet to a poiat; theace Horth 2.00 feet to the poiat of beginning, all ia Cook County, Illinois.

ALSO

That part of the following described arsa and space lying above a horizontal plane (being the plane of a.stair laadiag ) which has an slevatica of 11.42 feet with relation to Chicago Ci=y Datua and lyiag below a horizontal plane (being the ceiliag cf ths first baseae.r.i) which has an elevation of 23.02 feet with relation to Chicago City Da-ua to vit: a portion of a 33 story building vith baseasnt aad second bs.se- <<http://bs.se>>luent described as cc=r.snciag at ths northsast cerner cf Lot 7 la the Assessor's Division of the South .half aad ths Sast 100 feet cf the North half of Slock 21 cf Kinzie's Addition to Chicago., beiaig a Susiiviaica of the Horth fraction cf Section 10, Township 39 Hcrth, ?..aa« lfc 3aa-of the Third Principal feridian; theace South along the East liae cf said Lot 7 J7 7.j?f\*etj thenes West parallel ta the South liae of Lots 7, S aad ? is the aforesaid Subdivision 23.f° feet tc the acirt of begiraiaag of the area herein desariied; continue Wes-. along

said parallel line 0.S7 .fset to a poi.-t; theacs Scuth €.52 fset ta a poiat; theence Vest 7.52 fast to a poiat; theence "orth S.2S feet to a poiat; thenes last ZSZ fset to a poir.t; thenes Scuth C.33 feet to a poiat; theence Sast O.1 fset to a poiat; thsnce South 2,51 feet to the point cf beginning, all in Cook County, Illinois.

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That par-, cf ths following described arsa and space lying above

i her'-o-xai Sians (being the cef.'.ns of the second basenent 3 uhi-h

has aTti.ya-.ios <<http://aTti.ya-.ios>> of W fort v/ith relation to Chicago City Datua aad

TyiaTbe'ow a hcrisontai plane (beias the floor cf the first basement)

wMrt has" « allien of V.W feet vith relation to Chicago City Datua

to a oortlas of a 33 story building with baseae.r.t and second bass- aent described as coaeneng at ths northeast corner of Lot 7 -n the. Assessor's Division of ths South half and the Sast 100 feat o. the He. j, half cf 31oc3c 21 of Xinsis's Addition to Chicago, being a Subdivision o' ths Ko-tft fraction of Section 10, Township 39 North, P.aage 1-j Eas.

Th '-d --inci-a'j. fcsridiau; theace Sou in aloag -he list ae 0.

sa«- Lot ? 54 c- theence West parallel to the South liae cf Lots

7,1 and 9 la "the aforesaid Subdivision flS-Wfeet to the poiat of becinniag of ths area hersin described: thenes continue West along

salr?arall--: -is. ZL-1 f«t to a poiat; theence South B.OO ~o a.

ooiat- thenes East 2S.67 fset to a poiat; theence Month &eo fset to ths point of beginning, all la Cook County. Illinois.

ALSO

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has an elevation of H/« fset with relation to Chicago City Datua aad iv-5 .bslow a horizontal plane (being the floor ef the first baeeaeat) vniah has an elevation of H.83 feet with relation to Chicago City Datua to wit: a portioa of a 33 story building vith casaaeat and second base-aeat"described as ccaasacing at ths northeast earner cf Lot 7 in the Asset's Divisicn- sf the Scuth half and ths East 100 feet of the Horth half a< 31ock 21 of Kinds's Addition to Chicago, being a Subdivision of the Horth fraction of Section 10, Township 39 Berth. P.ange i1\* East o-r ilje tm^j -s-'.^pal Keridian; theacs South along the East liae of said Lot \*7 ~T7.5 fset; theence West parallel to the South line of Lets 7, 8 and 9 ia the aforesaid Subdivision SS.6O feet to the point of beg«~V-.g cf tho area hersia described; theence continue West along said parallel lias 2S.ff7fset to a poiat; theence Horth Sso fset to a poiat; theacs East Z3.G7 fset to a poiat; theence South Z.00 feet ta the point "of beginning, all ia Cook County, Illinois.

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#### Description of Cendcalniua Property

That part of the following described area and space lying above a horizontal plane (being the floor of the second basement) which has an elevation of 5.56 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the second basement) which has an elevation of 11.15 feet with relation to Chicago City Datum to Kit j a portion of a 33 story building with basement and second base-ae-t described as co-^aencir.g at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 34.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 41.43 feet to the point of beginning; thence continue West along said parallel line 8.08 feet to a point; thence South 7.55 feet to a point; thence West 11.63 feet to a point; thence North 57 feet to a point; thence East 0.6 feet to a point; thence North 2.45 feet to a point; thence West 722 feet to a point; thence South 7.53 feet to a point; thence West 7.68 feet to a point; thence North 7.55 feet to a point; thence West 114.3 feet to a point; thence South 44.5 feet to a point; thence East 1.5 feet to a point; thence North 123 feet to a point; thence East 2.33 feet to a point; thence North 20.7 feet to a point; thence West 2.5 feet to a point; thence North 2.00 feet to a point; thence East 23.54 feet to a point; thence North 13.00 feet to a point; thence East 0.6 feet to a point; thence North 2.90 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above

a horizontal plane which has an elevation of 10.04 feet with relation to Chicago City Datum and lying below a horizontal plane which has an elevation of 10.04 feet with relation to Chicago City Datum to Kit j a portion of a 33 story building with basement and second base-ae-t described as co-^aencir.g at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 71.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 41.43 feet to the point of beginning; thence continue West along said parallel line 8.08 feet to a point; thence South 7.55 feet to a point; thence West 11.63 feet to a point; thence North 57 feet to a point; thence East 0.6 feet to a point; thence North 2.45 feet to a point; thence West 722 feet to a point; thence South 7.53 feet to a point; thence West 7.68 feet to a point; thence North 7.55 feet to a point; thence West 114.3 feet to a point; thence South 44.5 feet to a point; thence East 1.5 feet to a point; thence North 123 feet to a point; thence East 2.33 feet to a point; thence North 20.7 feet to a point; thence West 2.5 feet to a point; thence North 2.00 feet to a point; thence East 23.54 feet to a point; thence North 13.00 feet to a point; thence East 0.6 feet to a point; thence North 2.90 feet to the point of beginning, all in Cook County, Illinois.

DCSX3TT "A"

#### Description of Condoeirua Property - Parcel ?

That part of the following described area and space lying above a horizontal plane (being the floor of the second floor) which has an elevation of 36.89 feet with relation to Chicago City Datum and lying below a horizontal plane which has an elevation of 45.86 feet with relation to Chicago City Datum to Kit j a portion of a 33 story building with basement and second base-ae-t described as co-^aencir.g at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 35 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 5.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 121.67 feet to the point of beginning; thence continue West along said parallel line 6.82 feet to a point; thence North 3.30 feet to a point; thence West 12.13 feet to a point; thence North 15.60 feet to a point; thence East 11.30 feet to a point; thence Southeast along a line bearing an angle of 45 degrees to the right with the last described course 1.55 feet to a point; thence North 12.90 feet to the point of beginning; all in Cook County, Illinois.

1.LEGAL DESCRIPTION ATTACHED (EXHIBIT "A")TG AFTIDAVIT OF TITLE FOR 535 NORTH MICHIGAN AVENUE

#### TRACT 1; PARCEL 1:

Lot 7 in Assessor's Division of the South half and the East 103 feet of the North half of Block 21 in Kinzie's Addition to fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 2:

Lots 8 and 9 in Assessor's Division of the South half and the East 103 feet of the North half of Block 21 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 3:

Lot 7 in W.L. Newberry's Subdivision of the North 118 feet of the West 200 feet of Block 21 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 4:

The triangular shaped part of the East and West public alley lying West of and adjoining the East line of Lot 7, extended South, to its intersection with the South line of Lot 7, extended East, in said Newberry's Subdivision, being that portion of said alley vacated by Ordinance passed October 11, 1961 and recorded November 1, 1961 as Document 16318484, all in Cook County, Illinois.

LESS THAT PORTION LEGALLY DESCRIBED AS FOLLOWS: Parcel A

That part of the following described area and space lying above a horizontal plane (being the floor of the third floor) which has an elevation of 51.83 feet with relation to Chicago City Datum and lying below a horizontal plane (being the roof of the penthouse) which has an elevation of 347.46 feet with relation to Chicago City Datum to wit: an area and space including a portion of a 33 story building with penthouse, basement and second basement described as the South 68.0 feet of Lots 7, 8 and 9 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 in Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

Parcel B CJ

That part of the following described area and space lying above a horizontal plane (being the floor of the first floor) which has an elevation of 23.90 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the first floor) which has an elevation of 36.25 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 54.5 feet; thence West parallel to the South line of

-1-

EXHIBIT "A"

Lots 7, 8 and 9 in the aforesaid Subdivision 85.42 feet to the point of beginning of the area herein described; thence continue West along said parallel line 29.50 feet to a point, thence North 8.00 feet to a point; thence East 0.95 feet to a point, thence North 3.93 feet to a point; thence West 41.00 feet to a point; thence South 37.14 feet to a point; thence West 0.80 feet to a point; thence South 4.28 feet to a point, thence East 70.35 feet to a point; thence North 32.66 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the ceiling of the first basement) which has an elevation of 23.02 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first floor) which has an elevation of 23.90 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 54.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence South 8.00 feet to a point; thence East 28.67 feet to a point; thence North 8.00 feet to the point of beginning, all in Cook County, Illinois.

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That part of the following described area and space lying above a horizontal plane (being the ceiling of the first basement) which has an elevation of 23.02 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first floor) which has an elevation of 23.90 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 77.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence North 8.00 feet to a point; thence East 28.67 feet to a point; thence South 8.00 feet to the point of beginning, all in Cook County, Illinois.

Parcel C

That part of the following described area and space lying above a horizontal plane (being the ceiling of the first floor) which has an elevation of 36.25 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the third floor) which has an elevation of 51.83 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to

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7' and 9' in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue South 28.67 feet to a point; thence South 8.00 feet to a point; thence East 28.67 feet to a point; thence North 8.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the ceiling of the floor) which has an elevation of 36.25 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the third floor) which has an elevation of 51.83 feet with relation to Chicago City Datum: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of the Kinross Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 77.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence North 8.00 feet to a point; thence East 28.67 feet to a point; thence South 8.00 feet to the point of beginning, all in Cook County, Illinois. <sup>1</sup>

Parcel D

That part of the following described area and space lying above a horizontal plane (being the floor of the first basement) which has an elevation of 14.89 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the first basement) which has an elevation of 50.02 feet with relation to Chicago City Datum: a portion of a 33 story building with basement and second basement described as commencing, at the northeast corner of Lot 7 in the Assessor's Division of the South half of Block 21 of the Kinross Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, thence South along the East line of said Lot 7 54.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 28.48 feet to the point of beginning of the area herein described; thence continue West along said parallel line 30.19 feet to a point; thence South 7.55 feet to a point; thence West 13.42 feet to a point; thence North 5.52 feet to a point; thence East 1.37 feet to a point; thence North 2.03 feet to a point; thence West 7.15 feet to a point; thence South 7.55 feet to a point; thence West 7.55 feet to a point; thence North 7.55 feet to a point; thence West 14.83 feet to a point; thence South 44.86 feet to a point; thence East 1.55 feet to a point; thence North 1-23 feet to a point; thence East 126.78 feet to a point; thence Northeast along a line forming an angle of 45 degrees to the left with the last described course 2.03 feet to a point; thence Northwest along a line forming an angle of 90 degrees to the left with the last described course 1.60 feet to a point; thence North along a line forming an angle of 45 degrees to the right with the last described course 18.10 feet to a point; thence East

0.52 feet to a point; thence North 2.00 feet to a point; thence West 0.52 feet to a point; thence North 5.09 feet to a point; thence East 34.55 feet to a point; thence South 4.76 feet to a point; thence East 7.52 feet to a point; thence North 13.65 feet to a point; thence East 0.73 feet to a point; thence North 2.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the plane of a stair landing) which has an elevation of 11.42 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the first basement) which has an elevation of 23.02 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 77.99 feet; thence East parallel to the South line of Lots 7, 6 and 9 in the aforesaid Subdivision 28.48 feet to the point of beginning of the area herein described; thence continue West along said parallel line 0.66 feet to a point; thence South 6.52 feet to a point; thence West 7.52 feet to a point; thence North 9.36 feet to a point; thence East 7.52 feet to a point; thence South 0.33 feet to a point; thence East 0.67 feet to a point; thence South 2.51 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the ceiling of the second basement) which has an elevation of 14.16 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first basement) which has an elevation of 14.83 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 54.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area, herein described; thence continue West along said parallel line 28.67 feet to a point; thence South 8.00 feet to a point; thence East 28.67 feet to a point; thence North 8.00 feet to the point of beginning, all in Cook County, Illinois. ^

ALSO £j

That part of the following described area and space lying c/l above a horizontal plane (being the ceiling of the second ^ basement) which has an elevation of 14.16 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first basement) which has an elevation of 14.89 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction

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of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 77.99 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence North 8.00 feet to a point; thence East 28.67 feet to a point; thence South 8.00 feet to the point of beginning, all in Cook County, Illinois.

Parcel E

That part of the following described area and space lying above a horizontal plane (being the floor of the second basement) which has an elevation of 5.96 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the second basement) which has an elevation of 14.16 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 54.5 feet;

thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 41.49 feet to the point of beginning of the area herein described; thence continue West along said parallel line 16.08 feet to a point; thence South 7.55 feet to a point; thence West 12.68 feet to a point; thence North 5.57 feet to a point; thence East 0.66 feet to a point; thence North 2.05 feet to a point; thence West 7.22 feet to a point; thence South 7.53 feet to a point; thence West 7.68 feet to a point; thence North 7.55 feet to a point; thence West 114.31 feet to a point; thence South 44.85 feet to a point; thence East 1.55 feet to a point; thence North 1.23 feet to a point; thence East 126.23 feet to a point; thence North 20.62 feet to a point; thence West 0.68 feet to a point; thence North 2.00 feet to a point; thence East 29.54 feet to a point; thence North 19.00 feet to a point; thence East 0.67 feet to a point; thence North 2.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane which has an elevation of 5.81 feet with relation to Chicago City Datum and lying below a horizontal plane which has an elevation of 10.04 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 in Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 77.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 41.49 feet to the point of beginning of the area herein described; thence continue West along said parallel line 0.66 feet to a point; thence South 20.62 feet to a point; thence West 0.68 feet to a point; thence North 2.00 feet to a point; thence East 30.20 feet to a point; thence South 2.00 feet to the point of beginning, all in Cook County, Illinois.

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Parcel F

That part of the following described area and space lying above a horizontal plane (being the floor of the second floor) which has an elevation of 36.89 feet with relation to Chicago City Datum and lying below a horizontal plane which has an elevation of 45.86 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of lot 7 in Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridians; thence South along the East line of said Lot 7 54.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid subdivision 121.87 feet to the point of beginning of the area herein described; thence continue West along said parallel line 6.82 feet to a point; thence North 3.30 feet to a point; thence West 12.13 feet to a point; thence North 15.60 feet to a point; thence East 11.30 feet to a point; thence Southeast along a line forming an angle of 45 degrees to the right with the last described course 1.65 feet to a point; thence Northeast along a line forming an angle of 90 degrees with the last described course 1.65 feet to a point; thence East 4.88 feet to a point; thence South 18.90 feet to the point of beginning; all in Cook County, Illinois.

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## Exhibit B

### Legal Description of Grand Abutting Property

160 E. Grand Avenue Chicago  
Illinois 60611

Lots 5 and 6 in Assessor's Division of South  $\frac{1}{4}$  of East 103 feet of North  $\frac{1}{4}$  of block 21 in Kinzie's addition to Chicago, a subdivision of North fractional half of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

### Exhibit C Project

### Plan

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## Exhibit D

### Public Way Easement Areas and Legal Description

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IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL; MERIDIAN, IN COOK COUNTY, ILLINOIS.

THAT PART OF EAST GRAND AVENUE 74 FOOT WIDE RIGHT OF WAY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF BLOCK 21 IN KINZIE'S ADDITION TO CHICAGO BEING A SUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39<sup>A</sup> NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 18, 1834 ANTE-FIRE; LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +49.78 FEET CHICAGO CITY DATUM AND LYING ABOUT A HORIZONTAL PLANE HAVING AN ELEVATION OF +22.29 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 21 (ALSO BEING ON THE NORTH RIGHT OF WAY OF E. GRAND AVENUE AND THE EAST RIGHT OF WAY LINE OF N. MICHIGAN AVENUE); THENCE SOUTH 00 DEGREES 06 MINUTES 26 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK 21 A DISTANCE OF 20.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 31 SECONDS EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 21 A DISTANCE OF 256.00 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 26 SECONDS EAST 20.00 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 21; THENCE SOUTH 89 DEGREES 54 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 21 (ALSO BEING ON THE NORTH RIGHT OF WAY OF E. GRAND AVENUE), A DISTANCE OF 256.00 FEET TO A POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 5,120 SQUARE FEET, OR 0.12 ACRES, MORE OR LESS. <sup>1</sup>

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Exhibit E

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Elevator Easement Areas

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## **Existing First Floor at Grand Avenue**

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## **Existing Second Floor Michigan Avenue Level**

### **Exhibit F**

#### **Operating Insurance**

Grantees must provide and maintain at Grantee's own expense, during the term of the Agreement and during the time period following expiration if Grantees is required to return and perform any work, services, or operations, the insurance coverage and requirements specified below, insuring all work, services, or operations related to the Agreement.

#### **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 a service under this Agreement and Employers Liability coverage with limits of not less than

\$500,000 each accident, illness or disease.

Grantees may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Grantee's work, services or operations related to this Agreement. The City's additional insured status must apply to liability and defense of suits arising out of Grantee's acts or omissions, whether such liability is attributable to the Grantees or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Grantee's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Grantees may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

Grantees must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverages must include, but not be limited to, the following: ownership, maintenance, or use of any auto whether owned,

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leased, non-owned or hired' used in the performance of the work. The City and other entities required by City are to be named as additional insureds on a primary, non-contributory basis. !

Grantees may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must

provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Grantees may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A3 and A.4 herein.

- 5) Professional Liability ;  
When any architect's engineers, construction managers or any other professional consultants perform work, services, or operations in connection with this 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 or services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

## **B. ADDITIONAL REQUIREMENTS**

**Evidence of Insurance.** Grantees must furnish the City of Chicago, Department of Transportation, Bureau of Project Management, 30 North LaSalle Street, Room 500, Chicago, IL. 60602, certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date<sup>^</sup> of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Grantees must submit evidence of insurance prior to execution of 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, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Grantees, their insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Grantees must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Grantees for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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**Failure to Maintain Insurance.** Failure of the Grantees to comply with required coverage and terms and conditions outlined herein will not limit Grantee's liability or responsibility nor does it relieve Grantees of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the , City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

**Notice of Material Change, Cancellation or Non-Renewal.** Grantees must provide for thirty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Grantees.

**Waiver of Subrogation.** Grantees hereby waive its rights, and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Grantees agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Grantee's insurer(s).

**Grantee's Insurance Primary.** All insurance required of Grantees under this Agreement shall be endorsed to state that Grantee's insurance policy is primary and not contributory with any insurance carrier by the City.

**No Limitation as to Grantee's Liabilities.** The coverages and limits furnished by Grantees in no way limit the Grantee's liabilities and responsibilities specified within the Agreement or by law.

**No Contribution by City.** Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Grantees under this Agreement.

**Insurance not Limited by Indemnification.** 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.

**Insurance and Limits Maintained.** If Grantees maintains higher limits and/or broader coverage than the minimums shown herein, the<sup>1</sup> City requires and shall be entitled the higher limits and/or broader coverage maintained by Grantees. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Joint Venture or Limited Liability Company.** If Grantees is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

**Other Insurance obtained by Grantees.** If Grantees desires additional coverages, the Grantees will be responsible for the acquisition and cost.

**Insurance required of Subcontractors.**<sup>1</sup> Grantees shall name any Subcontractor(s) as a named insured(s) under Grantee's insurance! or Grantees will require each Subcontractor to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's

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Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Grantees. Grantees shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Grantees are responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an endorsement form acceptable to the City. Grantees are also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this



Section B, Additional Requirements. When requested by the City, Grantees must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Grantee's liability or responsibility.

*City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements. \*

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## Exhibit G

### Construction Insurance

The Contractor must provide and maintain at Contractor's own expense, or cause to be provided, until Agreement completion and during the time period following completion if Contractor is required to return and perform any additional work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services or operations related to the Agreement.

#### A. INSURANCE REQUIRED

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)  
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy,; whichever is greater.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy\*the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow

form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability, Insurance or equivalent must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, 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, contractual liability (not to include endorsement CG 21 39 or equivalent).

The City and Grantees must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the Grantees. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's and Grantee's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor, Grantees or to the City. The full policy limits and scope of protection also will apply to the City and Grantees as additional insureds, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City and Grantees. ,

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

Automobile Liability (Primary and Umbrella)

Contractor must maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership,, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$20,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City and Grantees.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

### 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 but are not limited to, the following: right to partial occupancy, material stored off-site and in-transit, water including overflow, leakage, sewer backup or seepage, utility services, damage to adjoining and existing property, collapse, debris removal, faulty workmanship or materials, mechanical-electrical breakdown and testing.

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The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

### Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work, ; services, or . operations in connection with this project/agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits' of not less than \$2,000,000. Coverage must include, but not be limited to, pollution liability if environmental site assessments are conducted. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or

replaced must have an extended reporting period of two (2) years.

### 7) Contractors Pollution Liability

When any work, services, or operations performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services Contractors Pollution Liability must, be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$2,000.000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the project. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City and Grantees are to be named as additional insureds.

## **B. ADDITIONAL REQUIREMENTS**

Evidence of Insurance. Contractor must furnish the City, Department of Transportation, Attn. Bureau of Project Management, 30 N. LaSalle Street, Room 500, Chicago, IL 60602, and Grantees, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City and Grantees 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, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to

the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

**Failure to Maintain Insurance.** Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of its obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

**Notice of Material Change. Cancellation or Non-Renewal.** Contractor must provide for sixty (60) days prior written notice to be given to the City and Grantees in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for nonpayment of premium.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

**Waiver of Subrogation.** Contractor hereby waives its rights and its insurers' rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the City and Grantees under all required insurance herein for any loss arising from or relating to this Agreement. Contractor agrees to obtain any endorsement that may be necessary to affect this

waiver of subrogation, but this provision applies regardless of whether or not the City and Grantees have received a waiver of subrogation endorsement for Contractor's insurers).

**Contractors Insurance Primary.** All insurance required of Contractor under this Agreement must be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City and/or Grantees.

**No Limitation as to Contractor's Liabilities.** The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

**No Contribution by City.** Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Agreement.

**Insurance not Limited by Indemnification.** 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.

**Joint Venture or Limited Liability Company.** 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.

**Other Insurance obtained by Contractor.** If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

**Insurance required of Subcontractors.** Contractor must name Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section

A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City and Grantees as additional insureds where required and name the City and Grantees as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter

or change these requirements.