

6/18/2007

69-0-07

AN ORDINANCE

**Authorizing the City Manager to Execute an Agreement
With Mather Lifeways and The Georgian for
Certain Easements in the 400 Block of Davis Street
in Connection with the Construction of
the Planned Development Approved by Ordinance 5-0-06**

WHEREAS, Mather LifeWays owns the properties commonly known as 415 Davis Street and 1615 Hinman Avenue, and the Georgian, an affiliate of Mather LifeWays through common control, owns the property commonly known as 422 Davis Street, collectively legally described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the City Council approved Ordinance 5-0-06 on March 13, 2006, to grant the application of Mather LifeWays and the Georgian in case no. ZPC 05-05-PD, for a special use for a planned development to construct and operate a continuing care retirement community and planned development; and

WHEREAS, the plan for said development includes a tunnel with ancillary facilities and porte cocheres that will encroach below and above the surface of the public right-of-way on Davis Street, respectively; and

WHEREAS, the City, Mather Lifeways, and the Georgian desire to enter into an Easement Agreement providing for the afore-described encroachments below and above the public rights-of-way; and

WHEREAS, the City Council has determined that it is in the best interests of the City to enter into said Easement Agreement, and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That the foregoing recitals are found of fact and made a part hereof.

SECTION 2: That the City Manager is hereby authorized and directed to sign, and the City Clerk is hereby directed to attest on behalf of the City, the Easement Agreement between the City and Mather Lifeways and the Georgian, attached hereto as Exhibit B, and made a part hereof, for the encroachments below and above the public rights-of-way.

SECTION 3: That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the Easement Agreement consistent with this Ordinance as she may determine to be in the best interests of the City.

SECTION 4: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or applications thereof.

SECTION 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

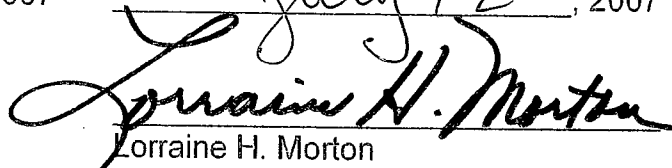
SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: June 25, 2007

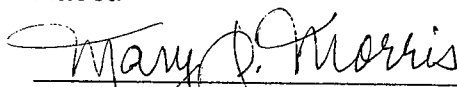
Approved:

Adopted: July 9, 2007

July 12, 2007


Lorraine H. Morton
Mayor

Attest:


Mary R. Morris
City Clerk

Approved as to form:

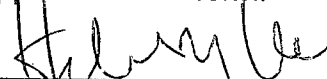

Corporation Counsel

EXHIBIT A**LEGAL DESCRIPTIONS****PARCEL 1:**

LOTS 1, 2 AND 3 IN HARVEY T. WEEKS RESUBDIVISION OF LOTS 10, 11 AND THE SOUTH 43 FEET OF LOT 12 OF BLOCK 21 IN THE VILLAGE OF EVANSTON IN SECTIONS 13, TOWNSHIP 41 NORTH, RANGE 13 AND 7, 18 AND 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 6, 7, 8 AND 9 IN BLOCK 21 IN THE VILLAGE OF EVANSTON IN SECTIONS 13, TOWNSHIP 41 NORTH, RANGE 13 AND 7, 18 AND 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE 5 FOOT NORTHEASTERLY VACATED ALLEY ADJOINING THE EAST LINE (EXCEPT THE NORTH 20 FEET THEREOF) OF LOT 6 IN THE VILLAGE OF EVANSTON IN SECTIONS 13, TOWNSHIP 41 NORTH, RANGE 13 AND 7, 18 AND 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

THE 5 FOOT NORTHEASTERLY VACATED ALLEY ADJOINING LOTS 7, 8 AND 9 IN THE VILLAGE OF EVANSTON IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 AND 7, 18 AND 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 5:

THE NORTH 17 FEET OF LOT 10 AND ALL OF LOTS 11 AND 12 IN BLOCK 25 IN THE ORIGINAL VILLAGE OF EVANSTON, A SUBDIVISION OF PARTS OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPLE MERIDIAN AND OF SECTIONS 7, 18 AND SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 6:

LOTS 1, 2 AND 3 IN BLOCK 25 IN EVANSTON IN THE SOUTHEASTERLY FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THE SOUTHERLY 60 FEET OF THE EASTERLY 103 FEET OF LOT 3 AND EXCEPTING THAT PART FALLING WITHIN THE SOUTHERLY 42 FEET OF THE WESTERLY 46 FEET OF THE EASTERLY 149 FEET OF LOT 3) IN COOK COUNTY, ILLINOIS

EXHIBIT B

EASEMENT AGREEMENT

THIS INSTRUMENT HAS
BEEN PREPARED BY AND
SHOULD BE RETURNED
AFTER RECORDING TO:

City of Evanston
Law Department
2100 Ridge Avenue
Chicago, IL 60201

This space reserved for Recorder's use only.

Tunnel, Porte-Cochere and Temporary Construction Easement Agreement

THIS TUNNEL, PORTE-COCHERE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "**Agreement**") is made and entered into this _____ day of _____, 2007, by and among the City of Evanston, Cook County, Illinois, an Illinois municipal corporation ("**Grantor**"), Mather LifeWays, an Illinois Not-for-Profit Corporation ("**Mather**") and The Georgian, an Illinois Not-for-Profit Corporation ("**Georgian**", and together with Mather, "**Grantee**");

RECITALS

WHEREAS, Grantor, a home rule municipality, owns and has jurisdiction over Davis Street, a publicly dedicated right-of-way located in the City of Evanston ("**Davis Street**");

WHEREAS, Georgian is the owner of properties commonly known as 400 Davis Street (the "**Southeast Parcel**") and 422 Davis Street (the "**Southwest Parcel**") and Mather is the owner of properties commonly known as 415 Davis Street (the "**Northeast Parcel**") and 1615 Hinman (the "**Northwest Parcel**", and together with the Southeast Parcel, the Southwest Parcel and the Northeast Parcel, the "**Subject Property**"), located in the City of Evanston, County of Cook, State of Illinois, depicted on Exhibit A-1 attached hereto and made a part hereof and legally described on Exhibit A-2 attached hereto and made;

WHEREAS, Pursuant to Ordinance No. 5-0-06 (the "**Ordinance**"), Grantor authorized Grantee to redevelop the Subject Property and construct a continuing care retirement community which shall consist of, among other things, (i) independent living units and underground parking spaces on the Southwest Parcel (hereinafter, the "**Southwest Parcel Improvements**"); (ii) independent living units on the Northwest Parcel and underground parking spaces on both the Northeast Parcel and Northwest Parcel (collectively hereinafter, the "**North Parcel Improvements**"); (iii) a subterranean tunnel and ancillary utility facilities below the Davis Street which will connect the North Parcel Improvements and the Southwest Parcel Improvements (the "**Tunnel Improvements**"); and (iv) two porte-cocheres to be partially located above Davis Street and one which will serve the Southwest Parcel Improvements and one which will serve the North Parcel

Improvements (the "Porte-Cochere Improvements", and together with the Tunnel Improvements, the "Right-of-Way Improvements").

WHEREAS, in order to construct, maintain and operate the Right-of-Way Improvements Grantee desires to receive certain easement rights from Grantor and Grantor desires to grant such easement rights to Grantee, all in accordance with the terms of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to enter into this Agreement on the following terms and conditions:

1. Recitals. The foregoing recitals are material to this Agreement and are incorporated herein as though fully set forth in this Section 1.

2. Tunnel Easement. Grantor hereby grants and conveys to Grantee, its successors, grantees, agents, and/or assigns, a non-exclusive and perpetual easement (the "Tunnel Easement") in, upon, under and across that portion of Davis Street that is legally described and depicted on Exhibit B-1 and Exhibit B-2 attached hereto and made a part hereof, to construct the Tunnel Improvements (including the installation of all necessary shoring in the areas identified on Exhibit B-1) and to operate and maintain the same. This Tunnel Easement is made by Grantor and accepted by Grantee under the following terms and conditions:

A. That said easement shall be for the purpose of operating, maintaining, inspecting, repairing, or removing a subterranean tunnel (and ancillary facilities).

B. The Tunnel Improvements shall be constructed in accordance with building plans approved by the Grantor.

C. The Tunnel Improvements shall be operated, maintained, and repaired solely at Grantee's expense and in such a manner that the surface of Davis Street shall be usable and safe for the passage of pedestrians and vehicles and shall not be disturbed by the presence of the completed Tunnel Improvements. Upon receiving the necessary permits from the City of Evanston Department of Public Works, Grantee shall be permitted to close Davis Street and perform any excavation of the same in connection with any repair and/or maintenance work required by Grantee to operate the Tunnel Improvements.

D. Should Grantee, at its election, wish to permanently cease operation of the Tunnel Improvements, Grantee shall, at its sole election and upon advance written notice to Grantor, either (i) continue to maintain the Tunnel Improvements and abide by the terms of this Agreement; (ii) abandon the Tunnel Improvements in place and fill in the tunnel in such a manner that the surface of Davis Street shall be usable and safe for the passage of pedestrians and vehicles and shall not be disturbed by the presence of the abandoned Tunnel Improvements; or (iii) remove the Tunnel Improvements, in which case the total cost of the removal of the Tunnel Improvements shall be borne by Grantee and Grantee shall complete the removal of such Tunnel Improvements in accordance with specifications approved by the City of Evanston Director of Public Works. Grantee shall obtain all required permits necessary to repair and/or remove said Tunnel Improvements and shall do so at its own expense.

E. On the date that Grantee closes Davis Street in connection with the construction of the Tunnel Improvements, Grantee shall send a written notice to Grantor confirming the same (the "**First Notice**"). Grantee shall complete construction of the Tunnel Improvements and shall restore the surface of Davis Street to the condition which existed prior to such construction (collectively the "**Total Tunnel Work**") within six (6) months of the date of the First Notice, subject to Force Majeure (as defined below). In the event Grantee has not completed the Total Tunnel Work by the end of such six (6) month period, Grantor shall be permitted to send a written notice (the "**Second Notice**") to Grantee stating that Grantee must complete such Total Tunnel Work within forty-five (45) days of receipt of the Second Notice. If Grantee has not completed the Total Tunnel Work within such forty-five (45) day period, Grantor, upon written demand to Grantee, shall be permitted to collect a per diem fee from Grantee in the amount \$150.00 for each day beyond such forty-five (45) period that Grantee has not completed the Total Tunnel Work. As used herein, the term "**Force Majeure**" shall mean labor disputes, acts of God, moratoriums, war, riots, insurrections, civil commotion, a general inability to obtain labor or materials or reasonable substitutes for either, fire, unusual delay in transportation, severe and adverse weather conditions preventing performance of the Total Tunnel Work, unavoidable casualties, unforeseeable acts or failures to act by any governmental entity, quasi-governmental entity and/or utility company or their respective agents or employees (including but not limited to the failure to install utility improvements), unforeseeable governmental, quasi-governmental or utility company restrictions, regulations or controls including the inability to obtain the necessary approvals necessary to complete, among other things, the Total Tunnel Work and delays caused by the breach of this Easement Agreement or default under this Easement Agreement by Grantor.

3. **Construction of Tunnel Improvements.** Grantor hereby grants and conveys to Grantee and Grantee's contractors, subcontractors, agents, employees and representatives, a non-exclusive temporary construction easement ("**Temporary Construction Easement**") to enter in, upon, under and across that portion of Davis Street that is legally described and depicted on Exhibit C attached hereto and made a part hereof for the purpose of and to enable the construction of the Tunnel Improvements. All costs and expenses related to the construction of Tunnel Improvements shall be the sole responsibility of Grantee. The Temporary Construction Easement shall terminate on the date Grantee completes construction of the Tunnel Improvements.

4. **Porte-Cochere Easement.** Grantor hereby grants and conveys to Grantee, its successors, grantees, agents, and/or assigns, a non-exclusive and perpetual easement (the "**Porte-Cochere Easement**", and together with the Tunnel Easement and the Temporary Construction Easement, the "**Easements**") in, upon, over and across that portion of Davis Street that is legally described and depicted on Exhibit D attached hereto and made a part hereof, to construct, operate and maintain the Porte-Cochere Improvements on the south face of the North Parcel Improvements and the north façade of the Southwest Parcel Improvements. The Porte-Cochere Improvements shall be constructed in accordance with building plans approved by Grantor.

5. **Easement Fee for Right-of-Way Improvements.** In consideration of the Easements granted herein, Grantee shall pay Grantor an annual easement fee in the amount of \$125,000.00 (the "**Easement Fee**"). Grantee's obligation to pay the

Easement Fee shall commence thirty (30) days after the issuance of a certificate of occupancy for the Southwest Parcel Improvements (the "Initial Payment Date") and shall continue for so long as Grantee is operating the Tunnel Improvements. The Easement Fee shall cover the twelve (12) month period immediately following the Initial Payment Date and each successive period of twelve (12) calendar months. Grantee shall have the right to pay the Easement Fee in quarterly installments of \$31,250.00.

6. General Provisions.

A. Indemnification. Grantee shall indemnify and hold Grantor harmless from and against any and all losses, damages (including damage to the subsurface of Davis Street as a result of the construction and operation of the Tunnel Improvements), claims, injuries, deaths and costs or expenses caused by, arising out of, or alleged to arise out of this Agreement, including but not limited to reasonable attorney's fees.

B. Insurance Provisions. Grantee shall maintain in full force and effect during construction of the Tunnel Improvements and Porte-Cochere Improvements the following insurance coverage:

i. Commercial General Liability insurance including coverage for bodily injury (including death), operations of Grantee, and limits of liability coverages in the following amounts: (a) \$1,000,000 general aggregate (other than products-completed operations); (b) \$1,000,000 products-completed operations aggregate limit; (c) \$1,000,000 personal and advertising injury limit per claim; and (d) \$1,000,000 primary liability per claim limit. Grantor shall be listed as an additional insured under said policies.

ii. Commercial auto liability insurance covering Grantee's owned, hired, borrowed and non-owned vehicles, with limits of liability coverage in the amount of \$1,000,000 primary combined bodily injury and property damage liability per claim and aggregate limit.

iii. Workers compensation insurance with respect to all of Grantee's employees and officers, regardless of whether such coverage or insurance is mandatory or merely elective under applicable law, with limits of liability and coverage as required by applicable law.

iv. Employer's liability insurance with limits of liability coverage of \$1,000,000 each accident, \$1,000,000 each employee-disease, and \$1,000,000 policy limit-disease.

v. Excess or umbrella liability insurance in an amount of \$2,000,000 per claim and aggregate.

The general contractor completing the construction of the Tunnel Improvements and Porte-Cochere Improvements shall also maintain in full force and effect throughout construction of said improvements commercial general liability insurance including coverage for XCU (explosion, collapse and underground), bodily injury (including death), operations of Grantee, and limits of liability coverages in the following amounts: (a) \$1,000,000 general aggregate (other than products-completed operations); (b) \$1,000,000 products-completed operations aggregate limit; (c)

\$1,000,000 personal and advertising injury limit per claim; and (d) \$1,000,000 primary liability per claim limit. Grantor shall be listed as an additional insured under said policies.

C. No Liens. Grantee shall not permit any lien to be filed against Davis Street or any portion thereof or any improvements thereon for any labor or materials in connection with the construction and/or operation of the Right-of-Way Improvements at the direction or sufferance of Grantee. If any such lien is filed, Grantee, at its sole cost and expense, shall cause such lien to be released or shall cause such lien to be insured or bonded over in amounts reasonably acceptable to the Grantor.

D. Notice. All notices required to be given under this Agreement shall be in writing and shall be given by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, and addressed to the person and addresses designated below.

If to Grantor: Director of Public Works
Evanston Civic Center
2100 Ridge Avenue
Evanston, IL 60201

with a copy to: Law Department
Evanston Civic Center
2100 Ridge Avenue
Evanston, IL 60201

If to Grantee: Mather LifeWays, Inc.
1603 Orrington Avenue, Suite 1800
Evanston, IL 60201
Attention: Mary G. Leary

with a copy to: DLA Piper US LLP
203 North LaSalle Street, Suite 1900
Chicago, IL 60601
Attn: David L. Reifman

The person and address to which notices are to be given may be changed at any time by either party and by written notice to the other party. All notices given pursuant to the Agreement shall be deemed given upon receipt.

E. Covenants Running with Land. The easement, restrictions, obligations, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

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

G. Amendment. This Agreement may be amended and modified only by a written instrument executed by the parties hereto.

H. Entire Agreement. This Agreement contains the entire agreement between the parties hereto; no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, shall be of any force or affect.

I. Recordation. Grantee shall record this easement at its own expense within 90 days of passage of Ordinance 69-O-07 by the Evanston City Council. Grantee shall, promptly after recordation, provide a copy of same to Grantor's Director of Public Works.

J. Counterparts. To facilitate execution of this Agreement, this Agreement may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Agreement, will constitute a complete and fully executed original. All such fully-executed original counterparts will collectively constitute a single agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the first written above.

GRANTOR:

CITY OF EVANSTON,
an Illinois municipal corporation

By: _____
Name: _____
Its: _____

GRANTEE:

MATHER LIFEWAYS, an Illinois Not-For-
Profit corporation

By: _____
Name: _____
Its: _____

THE GEORGIAN, an Illinois Not-for-Profit
corporation

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, who is personally known to me to be the _____ of the City of Evanston, Illinois, a municipal corporation, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as such City Manager and as her free and voluntary act and as the act and deed of the City of Evanston, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2007.

Notary Public
(Type or Print Name)

My Commission Expires:

STATE OF ILLINOIS)
)
COUNTY OF _____) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, who is personally known to me to be the _____ of Mather LifeWays, an Illinois not-for-profit corporation, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as such _____ and as her free and voluntary act and as the act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2007.

Notary Public
(Type or Print Name)

My Commission Expires:

STATE OF ILLINOIS)
)
COUNTY OF _____) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, who is personally known to me to be the _____ of The Georgian, an Illinois not-for-profit corporation, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as such _____ and as her free and voluntary act and as the act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2007.

Notary Public
(Type or Print Name)

My Commission Expires:

EXHIBIT A

DEPICTION OF SUBJECT PROPERTY

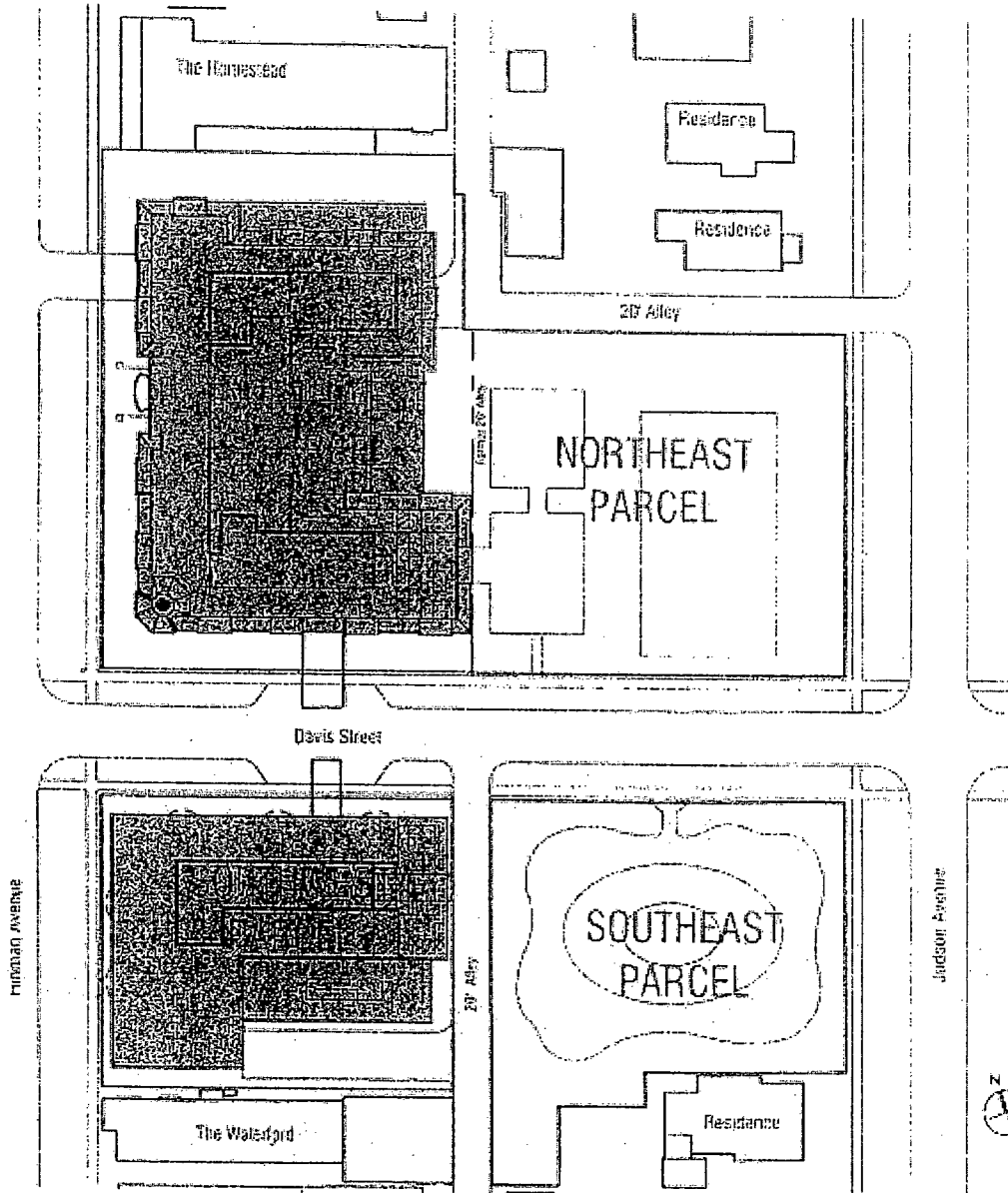


EXHIBIT A-1

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1:

LOTS 1, 2 AND 3 IN HARVEY T. WEEKS RESUBDIVISION OF LOTS 10, 11 AND THE SOUTH 43 FEET OF LOT 12 OF BLOCK 21 IN THE VILLAGE OF EVANSTON IN SECTIONS 13, TOWNSHIP 41 NORTH, RANGE 13 AND 7, 18 AND 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 6, 7, 8 AND 9 IN BLOCK 21 IN THE VILLAGE OF EVANSTON IN SECTIONS 13, TOWNSHIP 41 NORTH, RANGE 13 AND 7, 18 AND 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE 5 FOOT NORTHEASTERLY VACATED ALLEY ADJOINING THE EAST LINE (EXCEPT THE NORTH 20 FEET THEREOF) OF LOT 6 IN THE VILLAGE OF EVANSTON IN SECTIONS 13, TOWNSHIP 41 NORTH, RANGE 13 AND 7, 18 AND 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

THE 5 FOOT NORTHEASTERLY VACATED ALLEY ADJOINING LOTS 7, 8 AND 9 IN THE VILLAGE OF EVANSTON IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 AND 7, 18 AND 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS

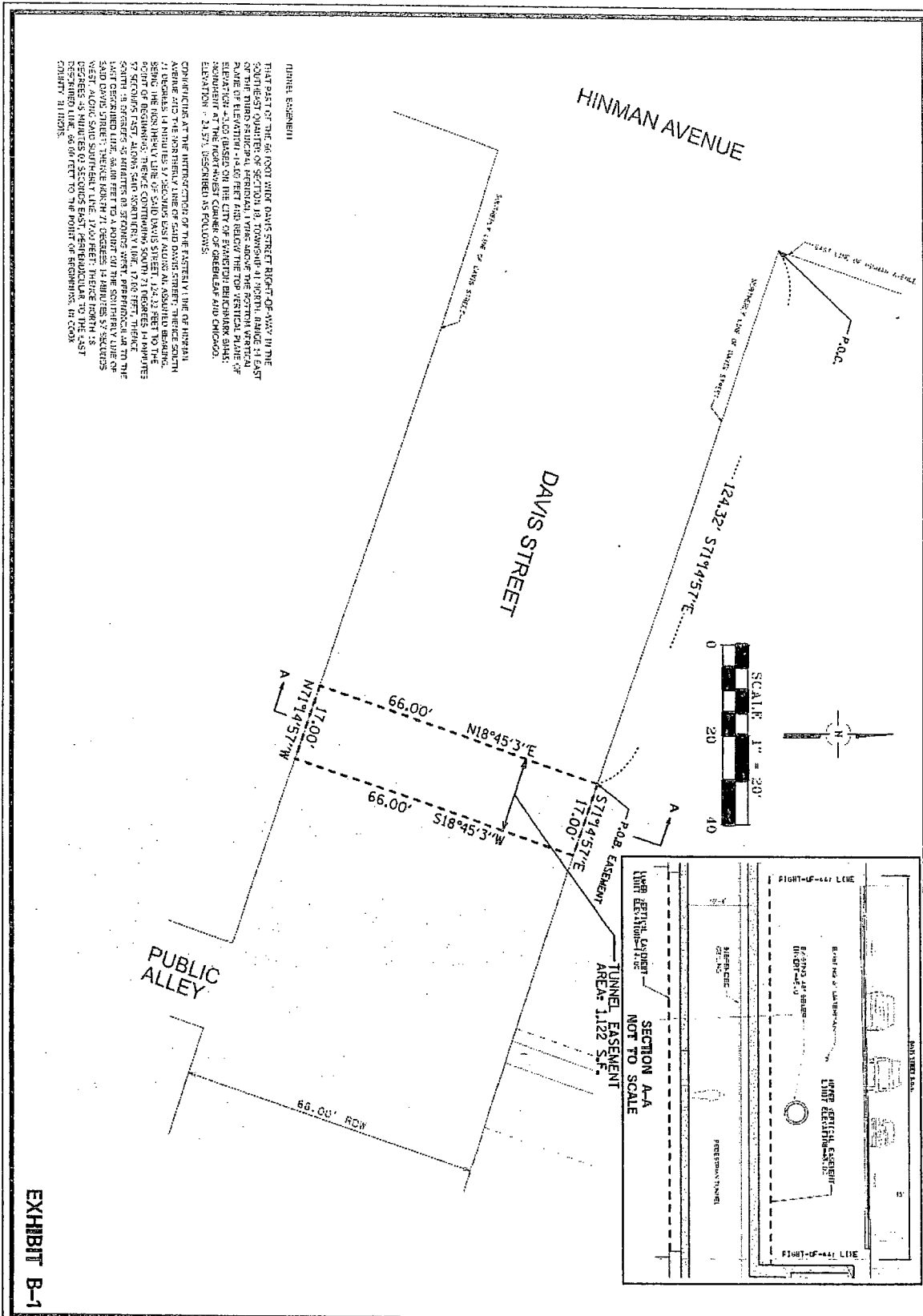
PARCEL 5:

THE NORTH 17 FEET OF LOT 10 AND ALL OF LOTS 11 AND 12 IN BLOCK 25 IN THE ORIGINAL VILLAGE OF EVANSTON, A SUBDIVISION OF PARTS OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPLE MERIDIAN AND OF SECTIONS 7, 18 AND SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 6:

LOTS 1, 2 AND 3 IN BLOCK 25 IN EVANSTON IN THE SOUTHEASTERLY FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THE SOUTHERLY 60 FEET OF THE EASTERLY 103 FEET OF LOT 3 AND EXCEPTING THAT PART FALLING WITHIN THE SOUTHERLY 42 FEET OF THE WESTERLY 46 FEET OF THE EASTERLY 149 FEET OF LOT 3) IN COOK COUNTY, ILLINOIS

EXHIBIT B-1
TUNNEL EASEMENT



TUNNEL EASEMENT

THAT PART OF THE EAST HALF OF DAVIS STREET, RIGID OF ANY IN THE
 SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 11 EAST
 OF THE THIRD PRINCIPAL MERIDIAN, 1/400 FEET ABOVE THE POSITION VERTICAL
 PLANE OF ELEVATION +14.65 FEET AND BELOW THE TOP VERTICAL PLANE OF
 ELEVATION +3.00 BASED ON THE CITY OF EVANSTON BENCHMARK MARK,
 1988, BEING THE POINT OF BEGINNING OF THE EASEMENT, IS HEREBY
 EASEMENT: 1.051, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERN LINE OF HINMAN
 AVENUE AND THE NORTHERLY LINE OF SAID DAVIS STREET, THENCE SOUTH
 21 DEGREES 18 MINUTES 37 SECONDS EAST ALONG SAID NORTHERLY LINE
 OF SAID DAVIS STREET TO THE POINT OF BEGINNING OF THE EASEMENT,
 BEING THE POINT OF BEGINNING OF THE EASEMENT, THENCE SOUTH
 18 DEGREES 45 MINUTES 3 SECONDS EAST, 66 FEET, THENCE
 SOUTH 71 DEGREES 45 MINUTES 57 SECONDS EAST, 17 FEET, THENCE
 SOUTH 18 DEGREES 45 MINUTES 3 SECONDS WEST, 66 FEET, THENCE
 SOUTH 71 DEGREES 45 MINUTES 57 SECONDS WEST, 17 FEET, THENCE
 SOUTH 18 DEGREES 45 MINUTES 3 SECONDS EAST, 66 FEET, THENCE
 WEST ALONG SAID SOUTHERLY LINE, 1700 FEET, THENCE NORTH 88
 DEGREES 45 MINUTES 0 SECONDS EAST, 480 FEET, THENCE NORTH 88
 DEGREES 45 MINUTES 0 SECONDS EAST, 480 FEET, THENCE TO THE EAST
 CORNER OF SAID SECTION 18, BEING THE POINT OF BEGINNING OF THE EAST
 CORNER OF SAID SECTION 18.

EXHIBIT B-1



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
 Rosemont, Illinois 60018
 Phone: (847) 696-4060 Fax: (847) 696-4065

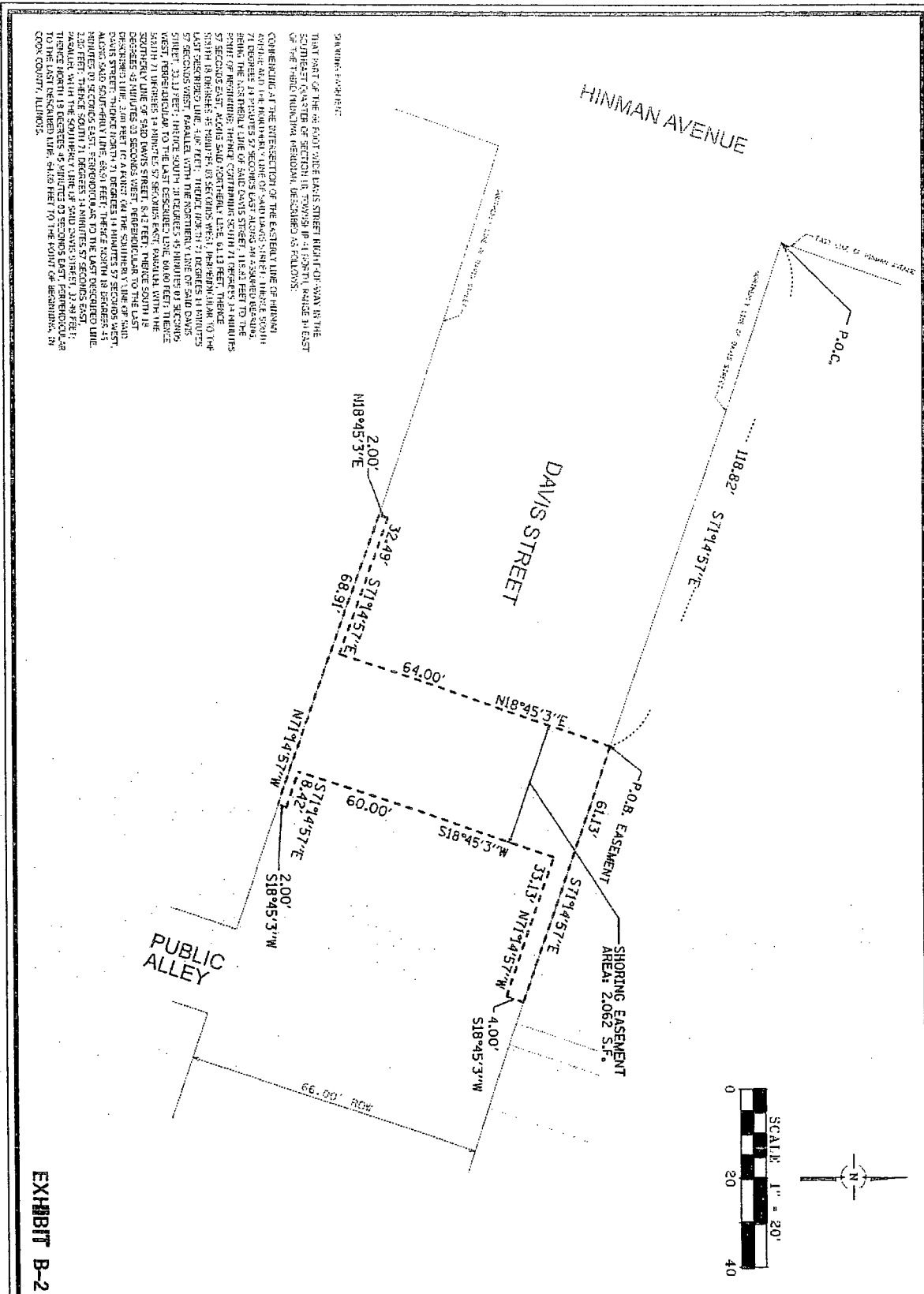
DATE: 6/13/07 FILENAME: JEB\geas\exh01.dwg JOB NO: 3026

EXHIBIT B-1 - TUNNEL EASEMENT

THE MATHER - PHASE I
 EVANSTON, ILLINOIS

EXHIBIT B-2

SHORING EASEMENT



SHORING EASEMENT:
 THAT PART OF THE 66 FOOT WIDE DAVIS STREET RIGHT-OF-WAY IN THE
 SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 10 EAST
 OF THE THIRD MERIDIAN, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE INTERSECTION OF THE EXTENTIVE LINE OF HINMAN
 AVENUE AND THE FRONTIER LINE OF SAID DAVIS STREET; THENCE SOUTH
 71 DEGREES 14 MINUTES 57 SECONDS EAST ALONG SAID DAVIS STREET, 118.82 FEET TO THE
 POINT OF BEGINNING; THENCE CONTINUING SOUTH 71 DEGREES 14 MINUTES
 57 SECONDS EAST, ALONG SAID DAVIS STREET, 118.82 FEET TO THE
 POINT OF BEGINNING; THENCE CONTINUING SOUTH 71 DEGREES 14 MINUTES
 57 SECONDS WEST, PARALLEL WITH THE NORTHERLY LINE OF SAID DAVIS
 STREET, 33.13 FEET; THENCE SOUTH 71 DEGREES 14 MINUTES 57 SECONDS
 WEST, PARALLEL WITH THE NORTHERLY LINE OF SAID DAVIS STREET,
 61.13 FEET; THENCE SOUTH 71 DEGREES 14 MINUTES 57 SECONDS WEST,
 PARALLEL WITH THE NORTHERLY LINE OF SAID DAVIS STREET, 61.13 FEET;
 THENCE NORTH 19 DEGREES 45 MINUTES 30 SECONDS EAST, PARALLEL TO
 THE LAST DESCRIBED LINE, 64.00 FEET TO THE POINT OF BEGINNING, IN
 COOK COUNTY, ILLINOIS.

EXHIBIT B-2



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700.
 Rosemont, Illinois 60018
 Phone: (847) 696-4060 Fax: (847) 696-4065

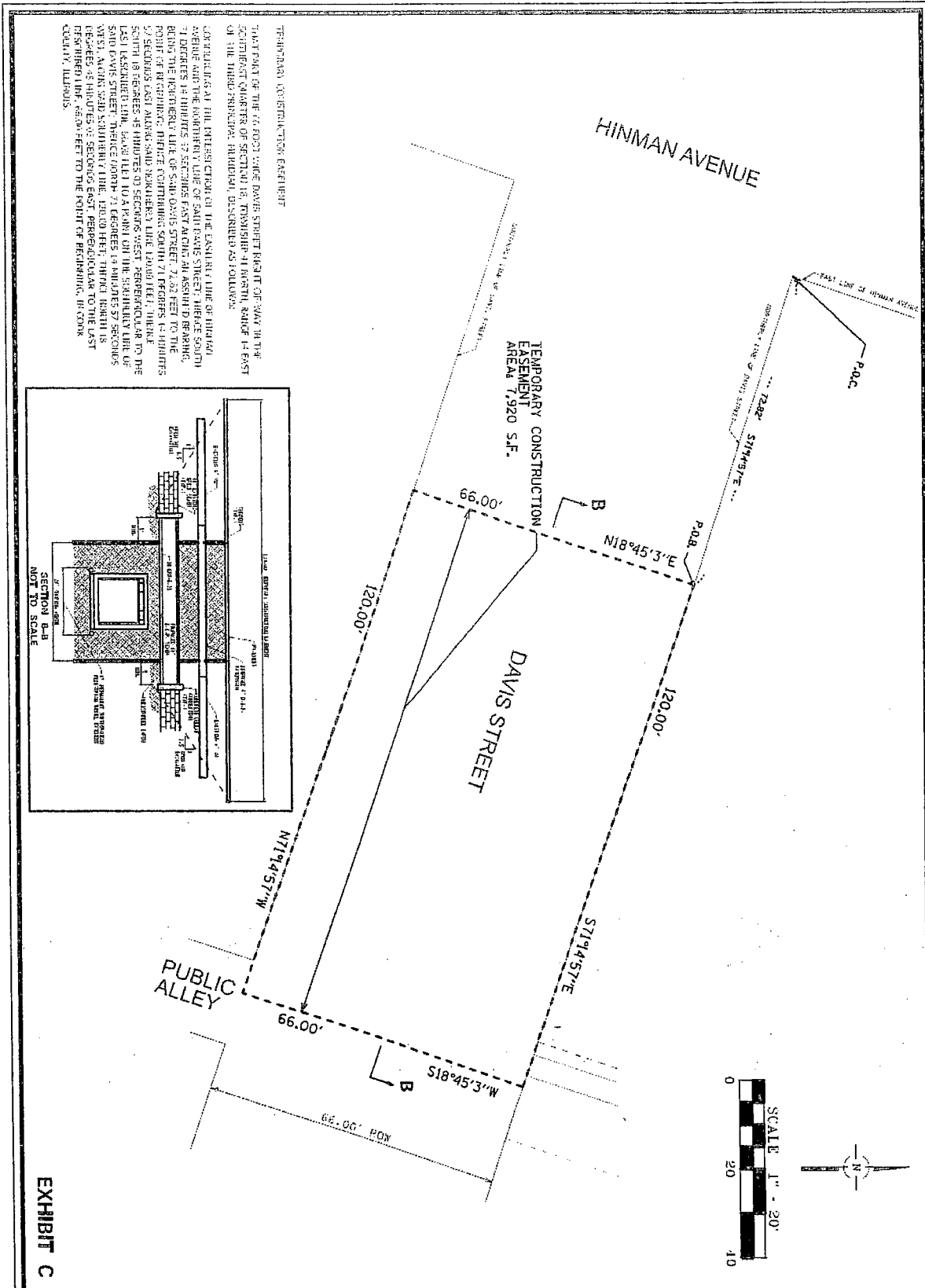
DATE: 6/13/07 FILENAME: 3676ac-ea701.dwg JOB NO: 3686

EXHIBIT B-2 - SHORING EASEMENT

THE MATHER - PHASE I
 EVANSTON, ILLINOIS

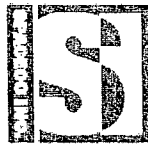
EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENT



TEMPORARY CONSTRUCTION EASEMENT
 TRAFFIC OF THE EASEMENT SHALL BE LIMITED TO THE
 NORTHWEST CORNER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 14 EAST
 OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE INTERSECTION OF THE EASTERN LINE OF HINMAN
 AVENUE AND THE SOUTHERLY LINE OF SAUL DAVIS STREET, THENCE SOUTH
 71 DEGREES 14 MINUTES 57 SECONDS EAST ALONG SAID DAVIS STREET,
 BEING THE NORTHERLY LINE OF SAUL DAVIS STREET, 72.82 FEET TO THE
 POINT OF BEGINNING, THENCE CONTINUING SOUTH 71 DEGREES 14 MINUTES
 57 SECONDS EAST ALONG SAID NORTHERLY LINE 120.00 FEET, THENCE
 SOUTH 18 DEGREES 45 MINUTES 3 SECONDS WEST PERPENDICULAR TO THE
 SAID DAVIS STREET, THENCE NORTH 71 DEGREES 14 MINUTES 57 SECONDS
 WEST, AGAIN SAID SOUTHERLY LINE, BEING THE SOUTHERLY LINE OF
 SAID DAVIS STREET, THENCE NORTH 71 DEGREES 14 MINUTES 57 SECONDS
 EAST, PERPENDICULAR TO THE EAST
 BOUNDARY OF SAID SECTION 18, BEING THE POINT OF BEGINNING, IN CON-
 CLUDING 1,920 SQUARE FEET TO THE POINT OF BEGINNING, IN CON-
 COUNTY, ILLINOIS.

EXHIBIT C



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700
 Rosemont, Illinois 60018
 Phone: (847) 696-4060 Fax: (847) 696-4065

DATE: 6/15/07 FILENAME: JAMES-EXHIBIT C JOB NO: 16886

EXHIBIT C - TEMPORARY CONSTRUCTION EASEMENT

**THE MATHER - PHASE I
 EVANSTON, ILLINOIS**

EXHIBIT D

PORTE-COCHERE EASEMENT

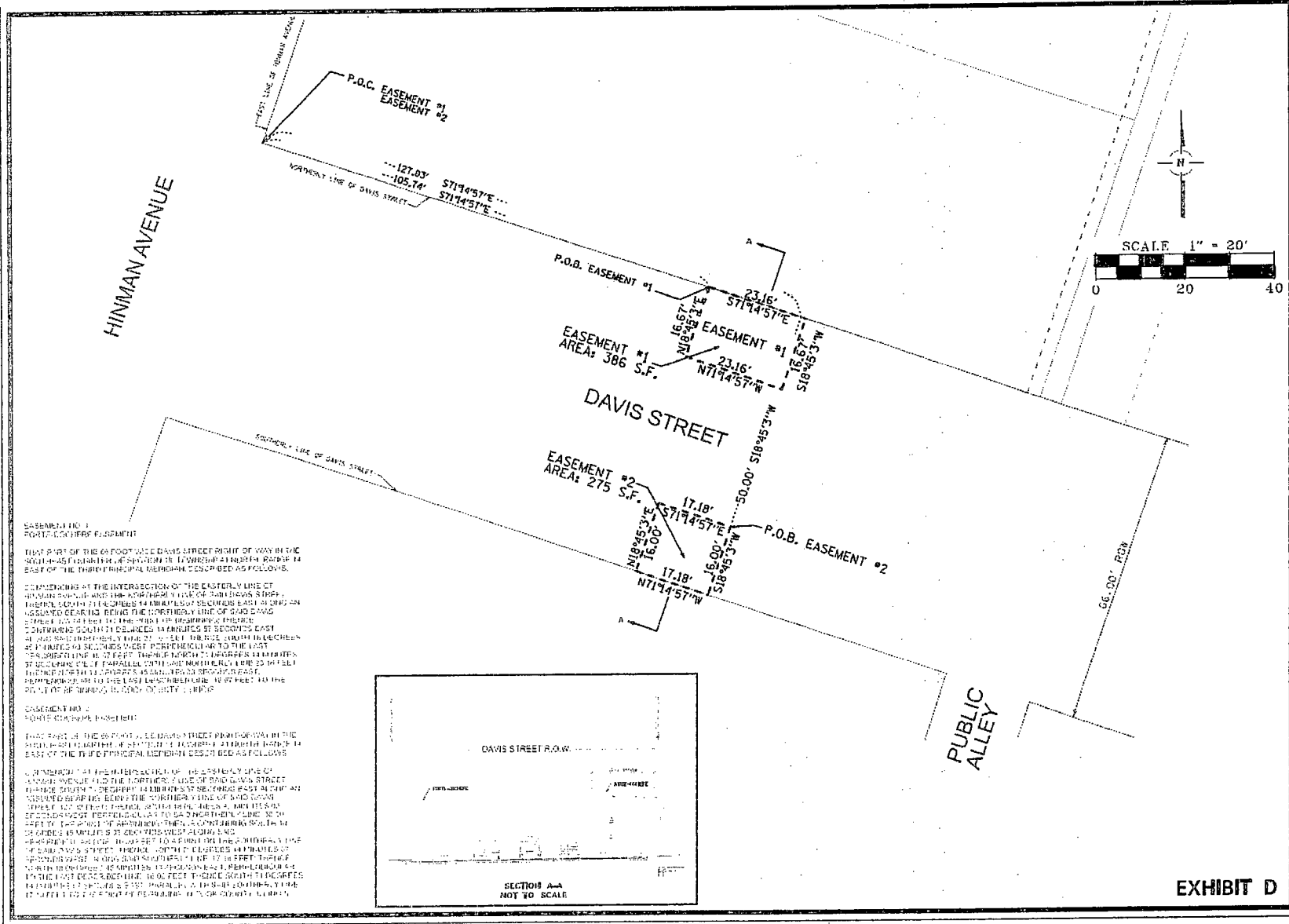


EXHIBIT D - PORTE-COCHERE EASEMENT

THE MATHER - PHASE I
EVANSTON, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

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DATE: 6/13/07

FILE NAME: PORTCOCHEERE.DWG

JOB NO: 3596