

**15-O-10**

**AN ORDINANCE**

**Authorizing the City Manager to Execute an Amendment to the Easement Agreement With Mather Lifeways, Inc. for Certain Easements Necessary for the Construction of the Planned Development Approved by Ordinance 5-O-06**

**WHEREAS**, on March 13, 2006, the City Council approved Ordinance 5-O-06, which granted the application of Mather LifeWays, Inc. ("Mather") for a Special Use for a Planned Development, allowing Mather to construct and operate a continuing care retirement community at 415 Davis Street, 422 Davis Street, and 1615 Hinman Avenue in Evanston; and

**WHEREAS**, pursuant to Ordinance 69-O-07, the City and Mather entered into an Easement Agreement for encroachments in, over, and above the public right-of-way necessary for the construction and operation of said Planned Development; and

**WHEREAS**, the City and Mather LifeWays, Inc. desire to amend said Easement Agreement to allow further construction of said Planned Development; and

**WHEREAS**, the City Council has determined that it is in the best interests of the City to amend said Easement Agreement,

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

**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 Amendment, attached hereto as Exhibit A and incorporated herein by reference, to the original Easement Agreement, attached hereto as Exhibit B and incorporated herein by reference.

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

**SECTION 4:** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.


**SECTION 5:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: March 8, 2010

Approved:

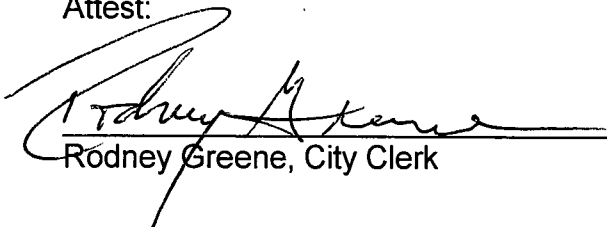
Adopted: March 8, 2010

March 15, 2010

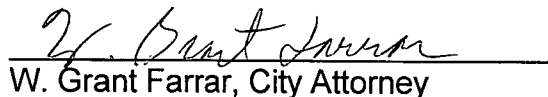


Elizabeth B. Tisdahl, Mayor

Attest:

  
Rodney Greene, City Clerk

Approved as to form:

  
W. Grant Farrar, City Attorney

**EXHIBIT A**

**AMENDMENT TO THE EASEMENT AGREEMENT**



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

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



Doc#: 1009134084 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 04/01/2010 02:02 PM Pg: 1 of 14

*This space reserved for Recorder's use only.*

**First Amendment to Tunnel, Porte-Cochere  
and Temporary Construction Easement Agreement**

**THIS FIRST AMENDMENT TO TUNNEL, PORTE-COCHERE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (the "Amendment") is made and entered into this 26<sup>th</sup> day of March, 2010, by and between the City of Evanston, Cook County, Illinois, an Illinois municipal corporation ("Grantor") and Mather LifeWays, an Illinois Not-for-Profit Corporation ("Grantee").

**RECITALS**

**WHEREAS**, Section 11 of Ordinance No. 5-O-06 (the "Ordinance") states that Grantor shall grant to Grantee one or more easements in connection with Grantee's use and operation of all Right-of-Way Improvements (as defined in the Ordinance) located on property owned by Grantee.

**WHEREAS**, pursuant to the foregoing, Grantor, Grantee, and an entity that is controlled by the Grantee and was the previous owner of the Southwest Parcel, The Georgian, an Illinois Not-for-Profit Corporation, previously entered into that certain Tunnel, Porte-Cochere and Temporary Construction Easement Agreement on August 14, 2007 and recorded with the Cook County Recorder of Deeds as Document No. 0723644036 (the "Original Agreement").

**WHEREAS**, the Southwest Parcel (as defined in the Original Agreement), which is legally described on **Exhibit A** attached hereto, is owned by Mather and currently improved with a multi-story building (the "Existing Building"). Mather will be demolishing the Existing Building (including, but not limited to, the removal of the Existing Building's foundation, the "Foundation") and constructing a new ten (10) story building in its place (the "New Building") pursuant to the Ordinance.

**WHEREAS**, a portion of the Foundation is located along the west and east property lines of the Southwest Parcel. In connection with the removal of the Foundation, Mather desires to provide certain lateral and subjacent support for Hinman Avenue ("Hinman Avenue") and that portion of north-south alley (the "Alley") located between and adjacent to the Southwest Parcel and the Southeast Parcel by installing sheet piling and a secant pile wall that will be temporarily



supported by subterranean tie back anchors (collectively, the "**Sheet Piling and Anchors**") (i) in that portion of Hinman Avenue legally described and depicted on Exhibit B-1 attached hereto (the "**Hinman Avenue Sheet Piling/Tie Back Easement Area**"); and (ii) in that portion of the Alley legally described and depicted on Exhibit B-2 attached hereto (the "**Alley Sheet Piling/Tie Back Easement Area**", and together with the Hinman Avenue Sheet Piling/Tie Back Easement Area, the "**Retention Easement Areas**");

**WHEREAS**, in connection with and during construction of the Southwest Parcel Improvements (as defined in the Original Agreement) (i) Grantee desires to utilize an electric tower crane ("**Crane**") that will be located within that portion of the Davis Street right-of-way identified on Exhibit C attached hereto (the "**Crane Easement Area**"); and (ii) as contemplated in that certain construction management plan prepared by Grantee and on file with the Grantor, Grantee desires to temporarily maintain a cantilevered construction trailer (the "**Trailer**") in that portion of the Alley identified on Exhibit D attached hereto (the "**Trailer Easement Area**").

**WHEREAS**, in connection with the use, operation and maintenance of the Southeast Parcel, Grantee desires to construct, operate and maintain utility lines (the "**Utility Lines**") in that portion of the Alley legally described and depicted on Exhibit E attached hereto (the "**Utility Lines Easement Area**");

**WHEREAS**, Grantor, a home rule municipality, owns and has jurisdiction over Hinman Avenue and the Alley, both of which are publicly dedicated rights-of-way located in the City of Evanston;

**WHEREAS**, in order to provide Grantee with the easements contemplated herein, Grantee and Grantor, pursuant to Section 11 of the Ordinance, desire to amend the Original Agreement to provide Grantee with additional easement rights, 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 Amendment on the following terms and conditions:

1. **Recitals; Defined Terms.** The foregoing recitals are material to this Amendment and are incorporated herein as though fully set forth in this Section 1. Any capitalized words not defined herein shall have the meaning ascribed to them in the Original Agreement.

2. **Sheet Piling and Anchor Easement.** Grantor hereby grants and conveys to Grantee, its successors, grantees, agents, and/or assigns, a non-exclusive, perpetual easement in, upon, under and across the Easement Area to install the Sheet Piling and Anchors (the "**Sheet Piling and Anchor Easement**"). This Sheet Piling and Anchor 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 installing the Sheet Piling and Anchors.

B. The Sheet Piling and Anchors shall be constructed in accordance with building plans to be approved by Grantor.

C. Upon receiving the necessary permits from the City of Evanston Department of Public Works, Grantee shall be permitted to close certain portions of Hinman Avenue and the Alley in order to install the Sheet Piling and Anchors.

D. Within one-hundred eighty (180) days after the superstructure of the New Building has been completed, Grantee will cause the tie back strands which support the sheet piling and the secant pile wall to be removed and remove the sheet piling to a depth of three feet (3') below the finished grade.

E. All costs and expenses related to the construction of Sheet Piling and Anchors shall be the sole responsibility of Grantee.

3. **Trailer Easement.** Grantor hereby grants and conveys to Grantee, its successors, grantees, agents, and/or assigns, a non-exclusive and temporary easement in the Trailer Easement Area to install, operate and maintain the Trailer (the "**Trailer Easement**"). The Trailer Easement shall automatically terminate and be of no further force or effect on the date that Grantor issues a certificate of occupancy for the Southwest Parcel Improvements (the "**Trailer Easement Termination Date**"). Within thirty (30) days after the Trailer Termination Date and to the extent the Trailer has not previously been removed by Grantee, Grantee shall promptly remove the Trailer and Grantor shall permit Grantee to access those portions of the Alley (including temporary closure of the same) as necessary to accomplish the foregoing.

4. **Crane Easement.** Grantor hereby grants and conveys to Grantee, its successors, grantees, agents, and/or assigns (i) a non-exclusive, temporary easement in the Crane Easement Area to permit Grantee to install and operate the Crane in the Crane Easement Area and adjoining City of Evanston rights-of-way (collectively, the "**Crane Easement**"); and (ii) a non-exclusive, perpetual easement to construct and maintain four caissons and a mat foundation for the Crane (the "**Crane Foundation**") within the Crane Easement Area (collectively, the "**Crane Foundation Easement**"). The Crane Foundation shall be constructed in accordance with building plans to be approved by Grantor. Within thirty (30) days after the Grantor issues a certificate of occupancy for the Southwest Parcel Improvement and to the extent the Crane has not previously been removed by Grantee, Grantee shall promptly remove the Crane (excluding the Crane Foundation) and Grantee shall promptly restore the surface of the Crane Easement Area to the condition that existing prior to the installation of the Crane; it being acknowledged by the Grantor and Grantee that the Crane Foundation is a sub-grade improvement and that Grantee shall not be required to remove the same.

5. **Utility Lines Easement.** Grantor hereby grants and conveys to Grantee, its successors, grantees, agents, and/or assigns, a non-exclusive and perpetual easement in, upon, under and across the Utility Lines Easement Area to construct, operate, install and maintain the Utility Lines (the "**Utility Lines Easement**"). This Utility Lines 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 installing Utility Lines in connection with the use, operation and maintenance of the Southeast Parcel.

B. The Utility Lines shall be constructed in accordance with plans to be approved by Grantor.



C. Upon receiving the necessary permits from the City of Evanston Department of Public Works, Grantee shall be permitted to close certain portions of the Alley in order to install the Water Lines.

D. All costs and expenses related to the construction of the Utility Lines shall be the sole responsibility of Grantee.

6. **No Liens.** Grantee shall not permit any lien to be filed against Hinman Avenue, Davis Street or the Alley or any portion thereof or any improvements thereon for any labor or materials in connection with the installation of the Sheet Piling and Anchors, the Utility Lines, the Crane and the Trailer. 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.

7. **Damage to Davis Street, Hinman Avenue and/or Alley.** To the extent that Grantee or Grantee's agents, employees, contractors, subcontractors, representatives, licensees, guests, successors and assigns damage any portion of Davis Street, Hinman Avenue and/or the Alley as a result of the easements granted herein and Grantee's use of such easement areas, Grantee, except as otherwise contemplated herein, shall repair (or cause to be repaired) any such damage and shall be obligated to restore the damaged portion of the affected easement areas only to the condition that existed prior to Grantee exercising its rights under this Amendment.

8. **Covenants Running with Land.** The easement, restrictions, obligations, covenants and agreements set forth in this Amendment 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.

9. **Recordation.** Grantee shall, at its own expense and within 90 days of passage of Ordinance 15-O-10 by the Evanston City Council, record with the Cook County Recorder of Deeds this Amendment. Grantee shall, promptly after recordation, provide a copy of same to Grantor's Director of Public Works.

10. **Effect of Amendment.** This Amendment modifies and amends the Original Agreement and the terms and provisions hereof shall supersede and control over any contrary or conflicting terms and provisions set forth in the Original Agreement. The Original Agreement, as amended by this Amendment, is in full force and effect.

11. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Amendment, 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 Amendment as of the dates set forth below their respective signatures, to be effective as of the first written above.

Approved as to form:  
*By: Brent Johnson*  
W. Grant Farrar  
Corporation Counsel

GRANTOR:

CITY OF EVANSTON,  
an Illinois municipal corporation

By: *Wally Bobkiewicz*

Name: WALLY BOBKIEWICZ

Its: CITY MANAGER

GRANTEE:

MATHER LIFEWAYS, an Illinois Not-For-Profit  
corporation

By: *Mary Leary*

Name: MARY LEARY

Its: PRESIDENT + CEO

STATE OF ILLINOIS                    )  
  )  
COUNTY OF COOK                    )            SS.

I, Ellen Lebowicz, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Wally Bobkiewicz, who is personally known to me to be the City Manager 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 26<sup>th</sup> day of March, 2010.

Ellen Lebowicz  
\_\_\_\_\_  
Notary Public  
(Type or Print Name)

My Commission Expires:



STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) SS.

I, Julie ANN Riggs, 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 President + CEO 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 President + CEO 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 29<sup>th</sup> day of March, 2010.

Julie Ann Riggs  
Notary Public  
(Type or Print Name)  
Julie ANN Riggs

My Commission Expires:  
2/22/2012

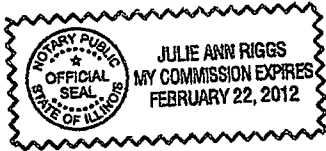


EXHIBIT A

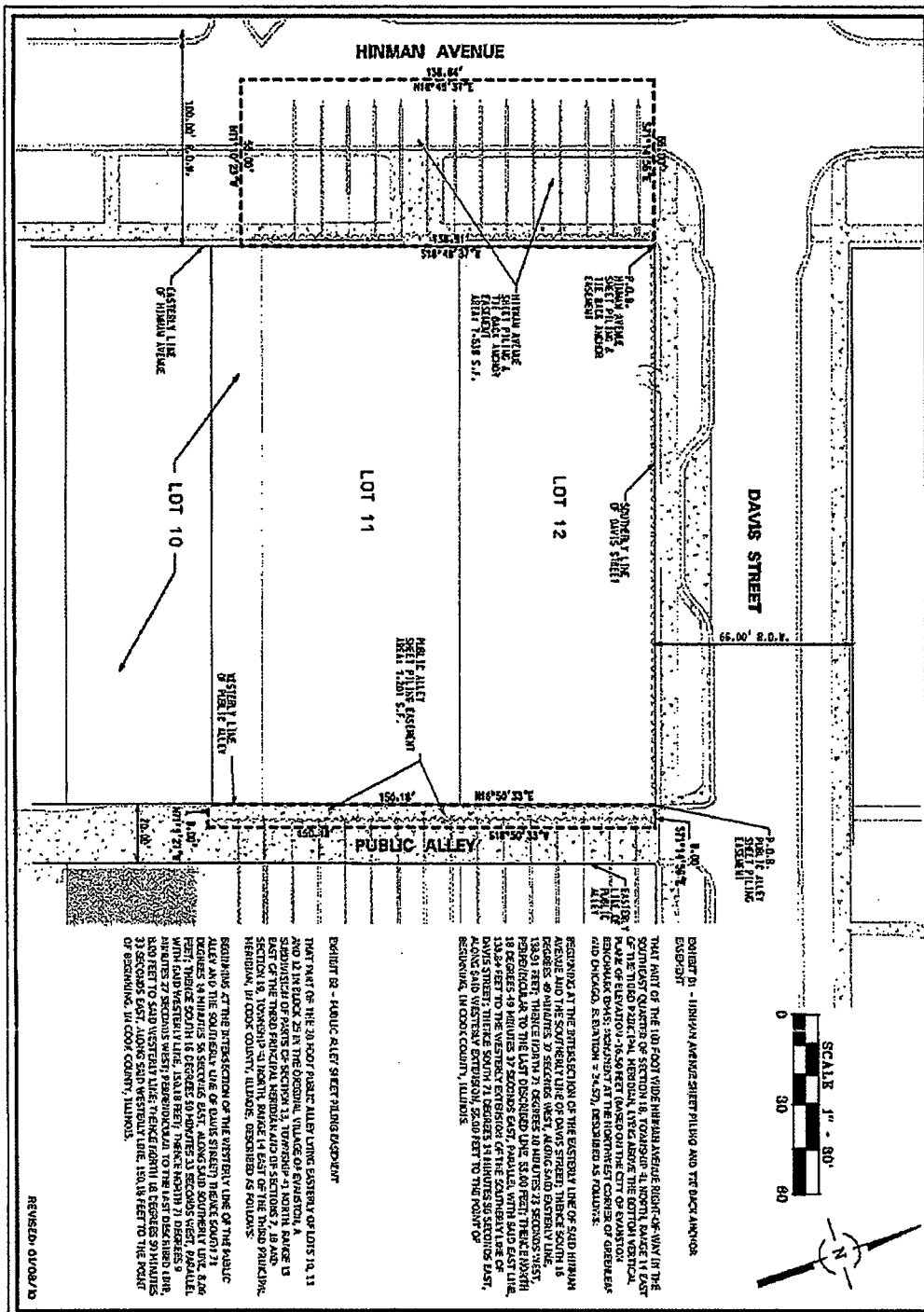
LEGAL DESCRIPTION OF SOUTHWEST PARCEL

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 PRINCIPAL MERIDIAN AND OF SECTIONS 7, 18 AND SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-409-001

**EXHIBIT B-1**

**PERMANENT HINMAN AVENUE SHEET PILING/TIE BACK EASEMENT AREA**



RESPECT TO - HINMAN AVENUE SHEET PILING AND TIE BACK EASEMENT  
EASEMENT

THAT PART OF THE 100 FOOT WIDE HINMAN AVENUE RIGHT-OF-WAY IN THE  
SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 11 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, DECATUR COUNTY, ILLINOIS, WHICH  
ENCUMBERS THE EASEMENT DESCRIBED AT THE HORIZONTAL CORNER OF GREENLEAF  
AND DIVISION, EASEMENT # 34,571, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERN LINE OF SAID HINMAN  
AVENUE AND THE WESTERN LINE OF SECTION 18, TOWNSHIP 41 NORTH,  
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DECATUR COUNTY,  
ILLINOIS, BEARING THENCE NORTH 71 DEGREES 10 MINUTES 22 SECONDS WEST,  
135.51 FEET THENCE NORTH 71 DEGREES 10 MINUTES 22 SECONDS WEST,  
PERPENDICULAR TO THE LAST DISCUSSED LINE, 32.00 FEET THENCE NORTH  
18 DEGREES 48 MINUTES 37 SECONDS EAST, PARALLEL WITH SAID EAST LINE,  
135.51 FEET THENCE SOUTH 71 DEGREES 10 MINUTES 22 SECONDS EAST,  
DAVIS STREET THENCE SOUTH 71 DEGREES 10 MINUTES 22 SECONDS EAST,  
ALONG SAID WESTERN EXTENSION, 52.00 FEET TO THE POINT OF  
BEGINNING, IN DECATUR COUNTY, ILLINOIS.

EXHIBIT B2 - PUBLIC ALLEY SHEET PILING EASEMENT

THAT PART OF THE 20 FOOT PUBLIC ALLEY LYING EASTWEST OF LOTS 10, 11  
AND 12 IN BLOCK 25 IN THE ORIGINAL VILLAGE OF EVANSTON, A  
SUBDIVISION OF PLOTS OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13  
EAST OF THE THIRD PRINCIPAL MERIDIAN, DECATUR COUNTY, ILLINOIS,  
HERRING, IN DECATUR COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERN LINE OF THE PUBLIC  
ALLEY AND THE SOUTHWEST CORNER OF LOT 11, TOWNSHIP 41 NORTH,  
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DECATUR COUNTY,  
ILLINOIS, BEARING THENCE SOUTH 71 DEGREES 10 MINUTES 22 SECONDS  
WEST, PARALLEL WITH SAID WESTERN LINE, 134.18 FEET THENCE NORTH 71 DEGREES 9  
MINUTES 22 SECONDS WEST, PARALLEL TO THE LAST DISCUSSED LINE,  
130.00 FEET TO SAID WESTERN LINE, THENCE NORTH 18 DEGREES 38 MINUTES  
37 SECONDS EAST, ALONG SAID WESTERN LINE, 134.18 FEET TO THE POINT  
OF BEGINNING, IN DECATUR COUNTY, ILLINOIS.

REVISED 01/08/10



9575 W. Higgins Road, Suite 700,  
Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4066

EXHIBIT B1 & B2 - SHEET PILING, TIE BACK ANCHOR EASEMENT

**THE MATHER SOUTH**  
EVANSTON, ILLINOIS

DATE: 10/05/08 FILENAME: EASEMENTS-FULL.DWG UDB NO: 3586.D3S

EXHIBIT B-2

PERMANENT ALLEY SHEET PILING/TIE BACK EASEMENT AREA

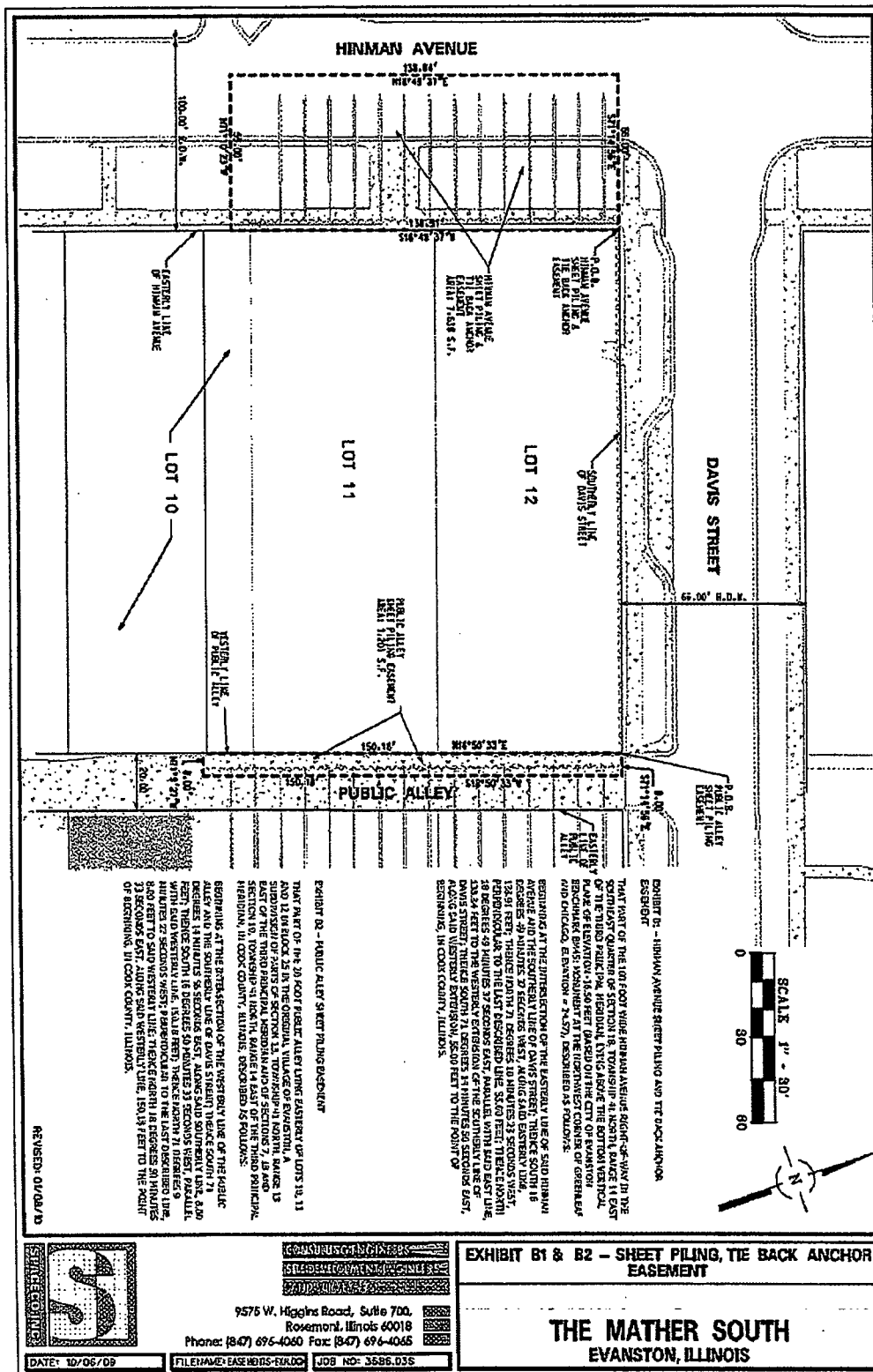


EXHIBIT B2 - PUBLIC ALLEY SHEET PILING EASEMENT

THAT PART OF THE 100 FOOT WIDE HINMAN AVENUE RIGHT-OF-WAY IN THE SOUTH-EAST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE BOTTOM VERTICAL PLANE OF ELEVATION -16.50 FEET (BASED ON THE CITY OF EVANSTON RECORDAR BOOKS RECORDED AT THE OFFICE OF THE CLERK OF COURTS AND CLERKS, ELEVATION = 24.57), DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTLY LINE OF SAID HINMAN AVENUE AND THE SOUTHERLY LINE OF DAVIS STREET, THENCE SOUTH 18 DEGREES 49 MINUTES 27 SECONDS WEST, ALONG SAID SOUTHWEST CORNER OF SAID LOT 12 TO THE WESTLY LINE OF SAID LOT 12, THENCE WEST 18 DEGREES 49 MINUTES 27 SECONDS EAST, PARALLEL WITH SAID EAST LINE, 134.24 FEET TO THE WESTLY EXTENSION OF THE SOUTHERLY LINE OF DAVIS STREET, THENCE SOUTH 71 DEGREES 57 MINUTES 52 SECONDS EAST, 100.00 FEET TO THE WESTLY LINE OF SAID PUBLIC ALLEY, THENCE WEST, IN COOK COUNTY, ILLINOIS.

EXHIBIT B1 - PUBLIC ALLEY SHEET PILING EASEMENT

THAT PART OF THE 100 FOOT WIDE HINMAN AVENUE RIGHT-OF-WAY IN THE SOUTH-EAST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF SECTIONS 7, 18 AND SECTION 18, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTLY LINE OF THE PUBLIC ALLEY AND THE SOUTHERLY LINE OF DAVIS STREET, THENCE SOUTH 71 DEGREES 57 MINUTES 52 SECONDS WEST, ALONG SAID SOUTHWEST CORNER OF SAID LOT 12 TO THE WESTLY LINE OF SAID LOT 12, THENCE WEST 18 DEGREES 49 MINUTES 27 SECONDS EAST, PARALLEL WITH THE LAST DESCRIBED LINE, 134.24 FEET TO SAID WESTLY LINE, THENCE NORTH 18 DEGREES 49 MINUTES 27 SECONDS EAST, ALONG SAID WESTLY LINE, 150.13 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

REVISED: 01/09/10



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

EXHIBIT B1 & B2 - SHEET PILING, TIE BACK ANCHOR EASEMENT

THE MATHER SOUTH  
 EVANSTON, ILLINOIS

DATE: 10/06/09 FILENAME: EASEMENTS-EV-003 JOB NO: 3586.035

EXHIBIT C

TEMPORARY CRANE EASEMENT AREA

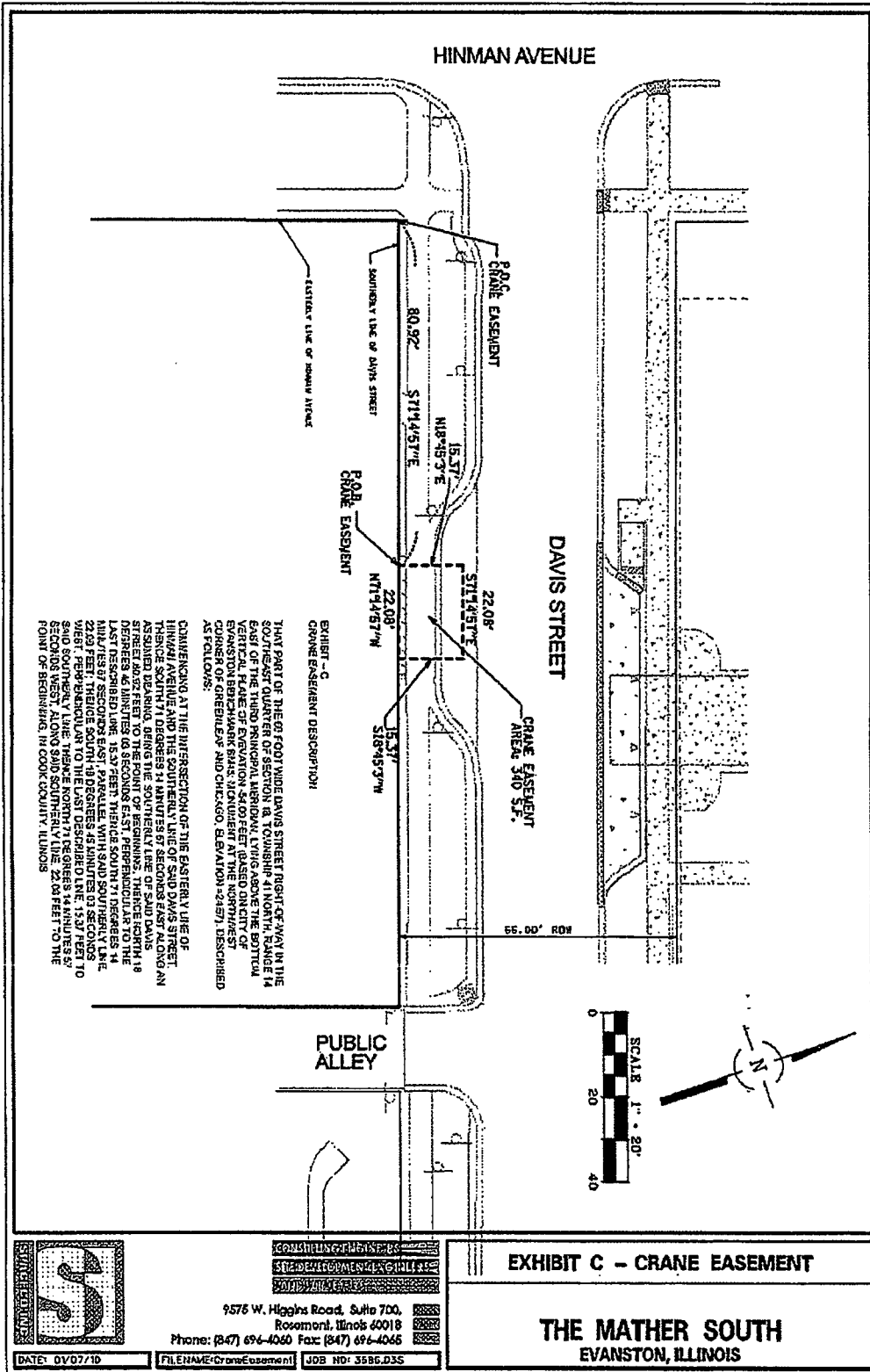


EXHIBIT - C  
CRANE EASEMENT DESCRIPTION

THAT PART OF THE 67 FOOT WIDE DAVIS STREET RIGHT-OF-WAY IN THE SOUTH-EAST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE 6TH MERIDIAN, COOK COUNTY, ILLINOIS, BEING THE EAST 1/2 OF SAID RIGHT-OF-WAY, BEING 340 FEET LONG, BEING THE PROPERTY OF THE EVANSTON BIRCHMOUNT BANK, INCORPORATED AT THE NORTHWEST CORNER OF GREENLEAF AND CHICAGO, BEHAVIOR (2457) DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERN LINE OF SAID DAVIS STREET AND THE WESTERN LINE OF SAID DAVIS STREET, THENCE SOUTH 71 DEGREES 14 MINUTES 07 SECONDS EAST ALONG AN ASSUMED BEARING, BEING THE SOUTHERLY LINE OF SAID DAVIS STREET 202 FEET TO THE POINT OF BEGINNING, THENCE NORTH 18 DEGREES 46 MINUTES 03 SECONDS EAST, PERPENDICULAR TO THE EAST LINE OF SAID DAVIS STREET, 15.31 FEET TO THE POINT OF BEGINNING OF THE CRANE EASEMENT AREA, THENCE SOUTH 19 DEGREES 45 MINUTES 03 SECONDS WEST, PERPENDICULAR TO THE EAST LINE OF SAID DAVIS STREET, 13.07 FEET TO THE POINT OF BEGINNING, ALONG SAID SOUTHERLY LINE, 22.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

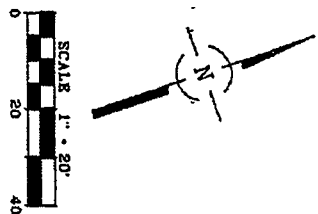
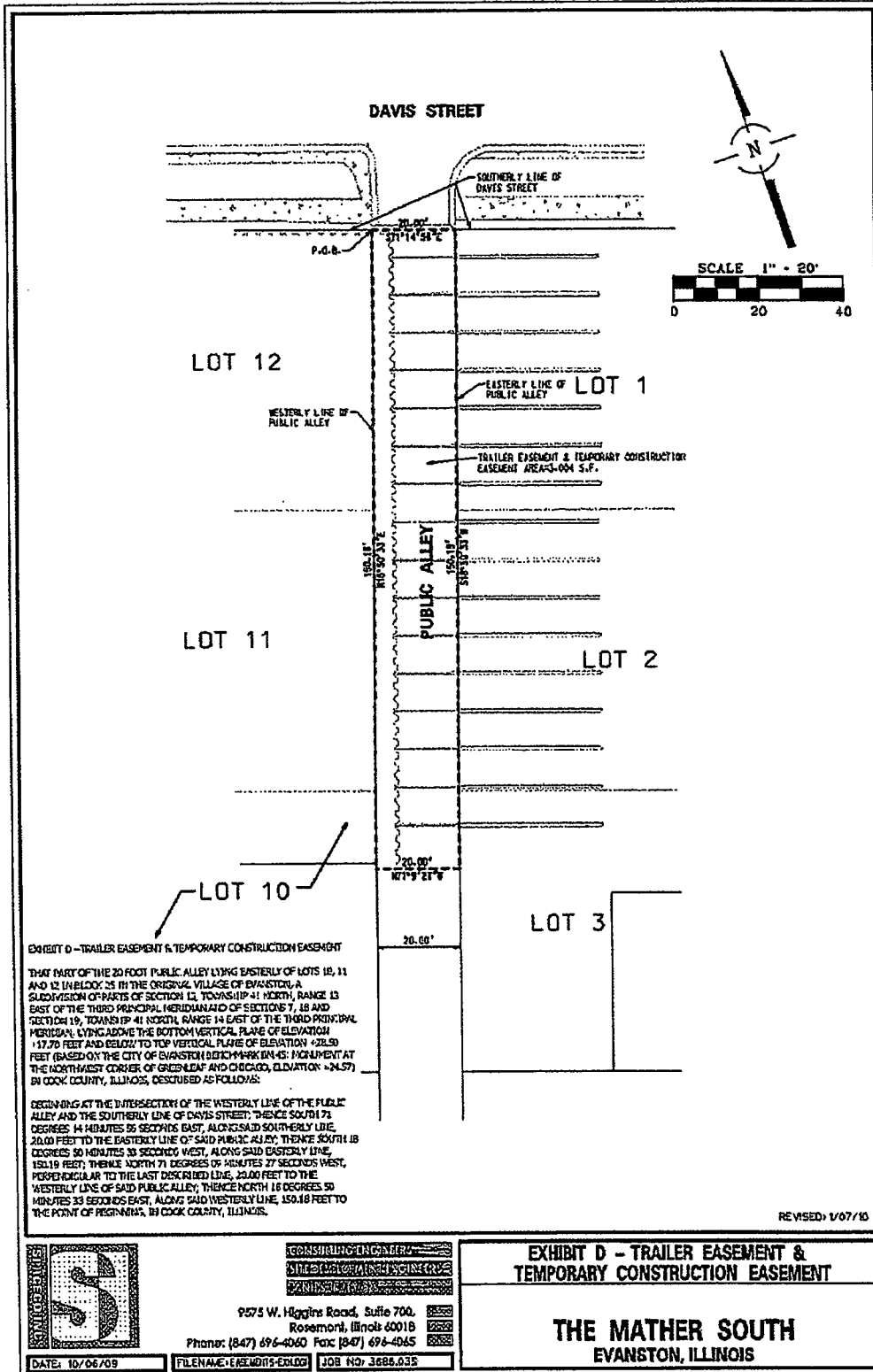




EXHIBIT D

TEMPORARY TRAILER EASEMENT AREA



**EXHIBIT D - TRAILER EASEMENT & TEMPORARY CONSTRUCTION EASEMENT**

THAT PART OF THE 20 FOOT PUBLIC ALLEY LYING EASTERLY OF LOTS 10, 11 AND 12 IN BLOCK 25 IN THE ORIGINAL VILLAGE OF EVANSTON, A SUBDIVISION OF PARTS OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF SECTIONS 7, 18 AND SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE THE BOTTOM VERTICAL PLANE OF ELEVATION +17.70 FEET AND BELOW TO TOP VERTICAL PLANE OF ELEVATION +28.50 FEET (BASED ON THE CITY OF EVANSTON BENCHMARK MONUMENT AT THE NORTHWEST CORNER OF GREENLEAF AND CHICAGO, ELEVATION = +24.57) IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE PUBLIC ALLEY AND THE SOUTHERLY LINE OF DAVIS STREET; THENCE SOUTH 17 1/2 DEGREES 14 MINUTES 55 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 20.00 FEET TO THE EASTERLY LINE OF SAID PUBLIC ALLEY; THENCE SOUTH 18 DEGREES 50 MINUTES 30 SECONDS WEST, ALONG SAID EASTERLY LINE, 150.18 FEET; THENCE NORTH 71 DEGREES 07 MINUTES 27 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.00 FEET TO THE WESTERLY LINE OF SAID PUBLIC ALLEY; THENCE NORTH 16 DEGREES 50 MINUTES 33 SECONDS EAST, ALONG SAID WESTERLY LINE, 150.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT E**

**PERMANENT UTILITY LINES EASEMENT AREA**

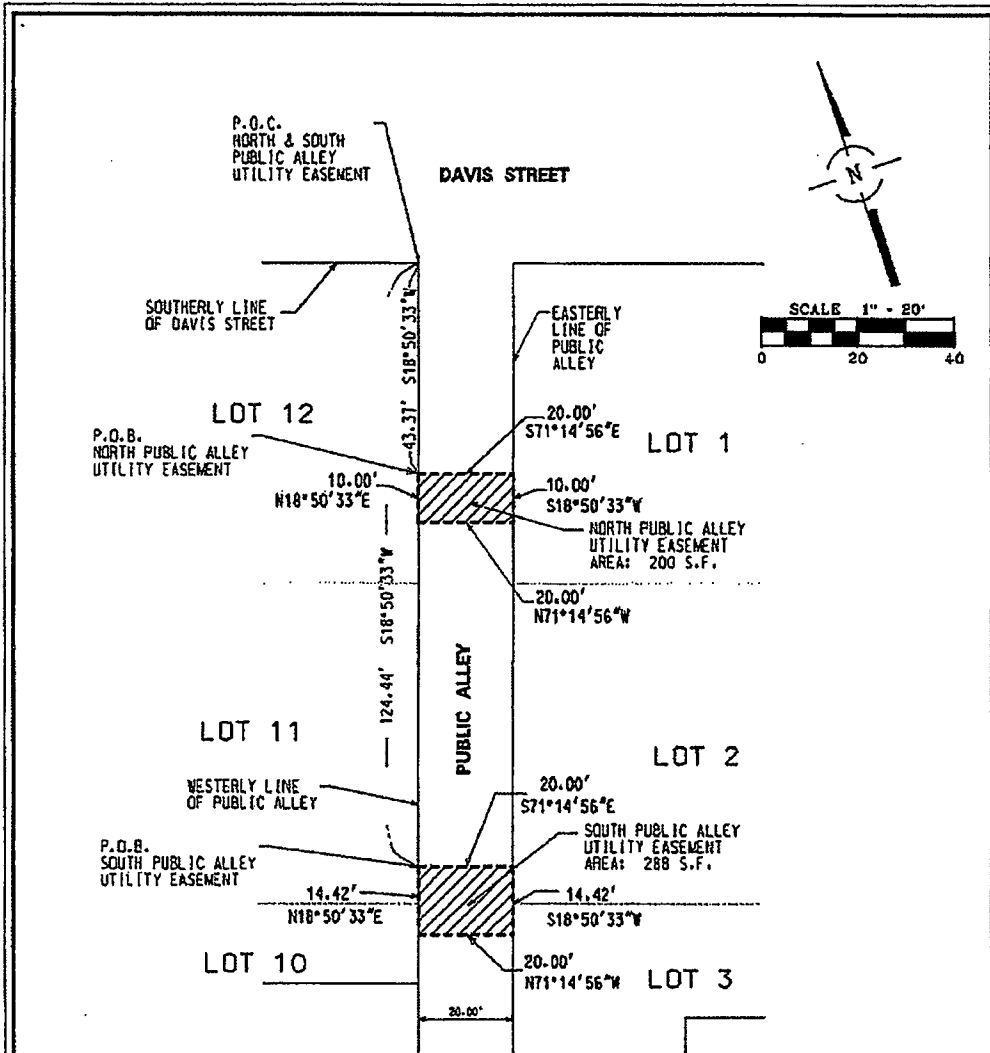


EXHIBIT E - NORTH PUBLIC ALLEY UTILITY EASEMENT

THAT PART OF THE 20 FOOT PUBLIC ALLEY LYING EASTERLY OF LOTS 10, 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 PRINCIPAL MERIDIAN AND OF SECTIONS 7, 18 AND SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE PUBLIC ALLEY AND THE SOUTHERLY LINE OF DAVIS STREET; THENCE SOUTH 18 DEGREES 50 MINUTES 33 SECONDS WEST, ALONG SAID WESTERLY LINE, 43.37 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 71 DEGREES 14 MINUTES 56 SECONDS EAST, PARALLEL WITH SAID SOUTHERLY LINE, 20.00 FEET TO THE EASTERLY LINE OF THE PUBLIC ALLEY; THENCE SOUTH 18 DEGREES 50 MINUTES 33 SECONDS WEST, ALONG SAID EASTERLY LINE, 10.00 FEET; THENCE NORTH 71 DEGREES 14 MINUTES 56 SECONDS WEST, PARALLEL WITH SAID SOUTHERLY LINE, 20.00 FEET TO SAID WESTERLY LINE; THENCE NORTH 18 DEGREES 50 MINUTES 33 SECONDS EAST, ALONG SAID WESTERLY LINE, 10.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT E - SOUTH PUBLIC ALLEY UTILITY EASEMENT

THAT PART OF THE 20 FOOT PUBLIC ALLEY LYING EASTERLY OF LOTS 10, 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 PRINCIPAL MERIDIAN AND OF SECTIONS 7, 18 AND SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE PUBLIC ALLEY AND THE SOUTHERLY LINE OF DAVIS STREET; THENCE SOUTH 18 DEGREES 50 MINUTES 33 SECONDS WEST, ALONG SAID WESTERLY LINE, 124.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 71 DEGREES 14 MINUTES 56 SECONDS EAST, PARALLEL WITH SAID SOUTHERLY LINE, 20.00 FEET TO THE EASTERLY LINE OF THE PUBLIC ALLEY; THENCE SOUTH 18 DEGREES 50 MINUTES 33 SECONDS WEST, ALONG SAID EASTERLY LINE, 14.42 FEET; THENCE NORTH 71 DEGREES 14 MINUTES 56 SECONDS WEST, PARALLEL WITH SAID SOUTHERLY LINE, 20.00 FEET TO SAID WESTERLY LINE; THENCE NORTH 18 DEGREES 50 MINUTES 33 SECONDS EAST, ALONG SAID WESTERLY LINE, 14.42 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



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

DATE: 01/08/10 FILE NAME: EASEMENTS-EXHIBIT JOB NO: 3685.035

**EXHIBIT E - PUBLIC ALLEY  
UTILITY EASEMENTS**

**THE MATHER SOUTH  
EVANSTON, ILLINOIS**

**EXHIBIT B**

**ORIGINAL 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



Doc#: 0723644036 Fee: \$60.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/24/2007 12:02 PM Pg: 1 of 19

*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 14<sup>th</sup> day of August, 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: Julia A. Carroll  
Name: Julia A. Carroll  
Its: City Manager

GRANTEE:

**MATHER LIFEWAYS**, an Illinois Not-For-Profit corporation

By: Mary Leary  
Name: MARY LEARY  
Its: President & CEO

**THE GEORGIAN**, an Illinois Not-for-Profit corporation

By: Mary Leary  
Name: MARY LEARY  
Its: President & CEO

STATE OF ILLINOIS

COUNTY OF COOK

)  
)  
)  
SS.

I, Jean T. Speyer a Notary Public in and for said County, in the State aforesaid, do hereby certify that Julia D. Farrell who is personally known to me to be the City Manager 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 14th day of August, 2007.



JEAN T. SPEYER  
Notary Public  
(Type or Print Name)

My Commission Expires:

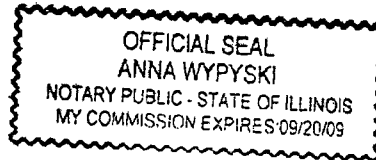
STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) SS.

I, Anna Wypyski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mary Leary, who is personally known to me to be the President/CEO 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 President/CEO 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 2 day of August, 2007.

Anna Wypyski  
Notary Public  
(Type or Print Name)

My Commission Expires: 09/20/09



STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) SS.

I, Anna Wypyski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mary Leary, who is personally known to me to be the President/CEO 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 President/CEO 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 2 day of August, 2007.

Anna Wypyski  
Notary Public  
(Type or Print Name)

My Commission Expires: 09/20/09

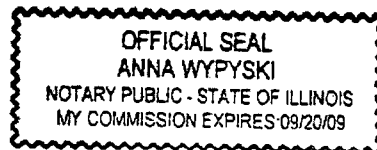


EXHIBIT A

DEPICTION OF SUBJECT PROPERTY

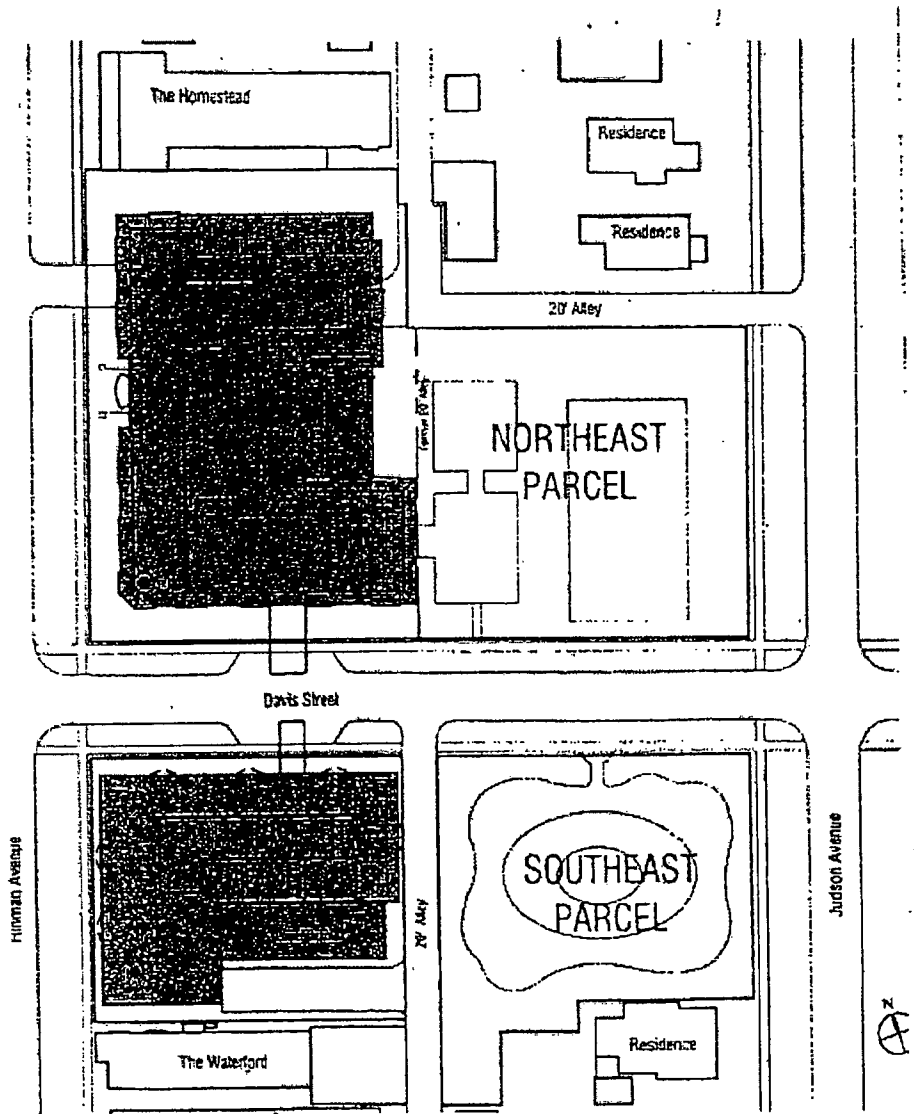


EXHIBIT A-1

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:**

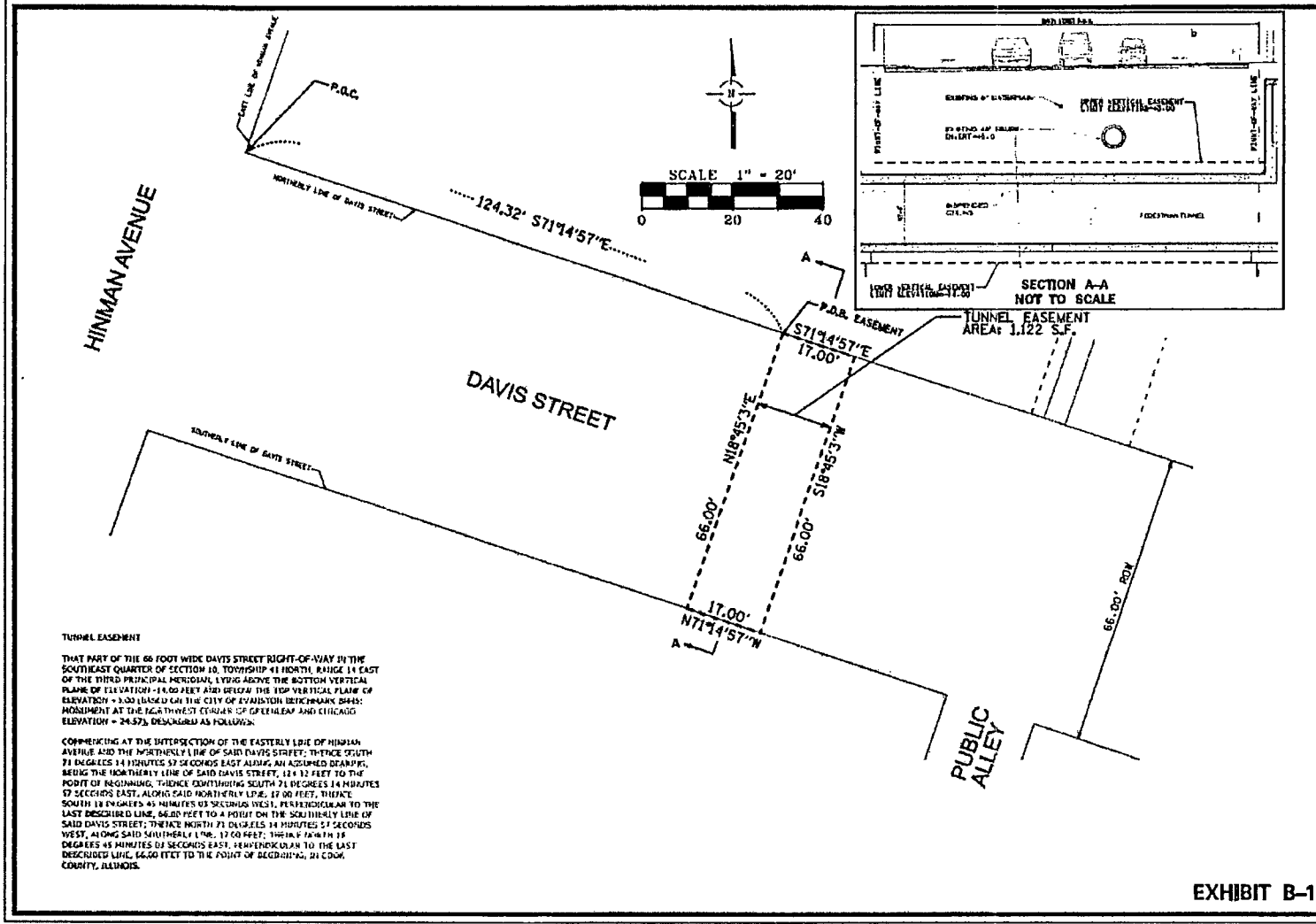
THE NORTH 17 FEET OF LOT 10 AND ALL OF LOTS 11 AND 12 IN BLOCK 25 IN THE ORIGINAL VILLAGE OF EVANSTON, A SUBDIVISION OF PARTS OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPLE MERIDIAN AND OF SECTIONS 7, 18 AND SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE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

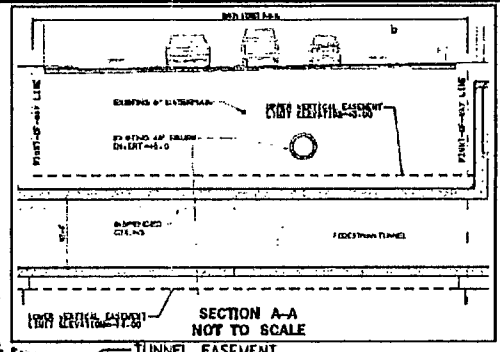
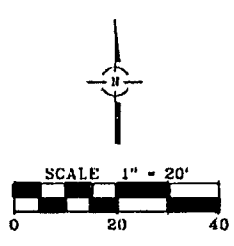
TUNNEL EASEMENT



**TUNNEL EASEMENT**

THAT PART OF THE 66 FOOT WIDE DAVIS STREET RIGHT-OF-WAY IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, 1°16' ABOVE THE BOTTOM VERTICAL PLANE OF ELEVATION - 14.00 FEET AND OVER THE TOP VERTICAL PLANE OF ELEVATION + 3.00 (BASED ON THE CITY OF EVANSTON BENCHMARK DATA) ADJACENT AT THE NORTHWEST CORNER OF GREENLEAF AND CHICAGO ELEVATION = 24.57), DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF HINMAN AVENUE AND THE NORTHERLY LINE OF SAID DAVIS STREET; THENCE SOUTH 71 DEGREES 14 MINUTES 57 SECONDS EAST ALONG AN ASSUMED CURVE, BEING THE NORTHERLY LINE OF SAID DAVIS STREET, 124.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 71 DEGREES 14 MINUTES 57 SECONDS EAST, ALONG SAID NORTHERLY LINE, 17.00 FEET; THENCE SOUTH 18 DEGREES 45 MINUTES 57 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 66.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID DAVIS STREET; THENCE NORTH 71 DEGREES 14 MINUTES 57 SECONDS WEST, ALONG SAID SOUTHERLY LINE, 17.00 FEET; THENCE SOUTH 18 DEGREES 45 MINUTES 57 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 66.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



**EXHIBIT B-1 - TUNNEL EASEMENT**

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

**CONSULTING ENGINEERS**  
**SITE DEVELOPMENT ENGINEERS**  
**LAND SURVEYORS**

925 W. Higgins Road, Suite 700,  
Rosemont, Illinois 60018  
Phone: (847) 694-1060 Fax: (847) 694-4065  
ILLINOIS LICENSE NO. 0215

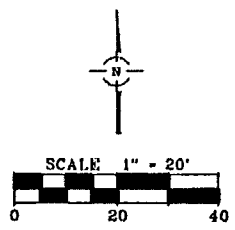
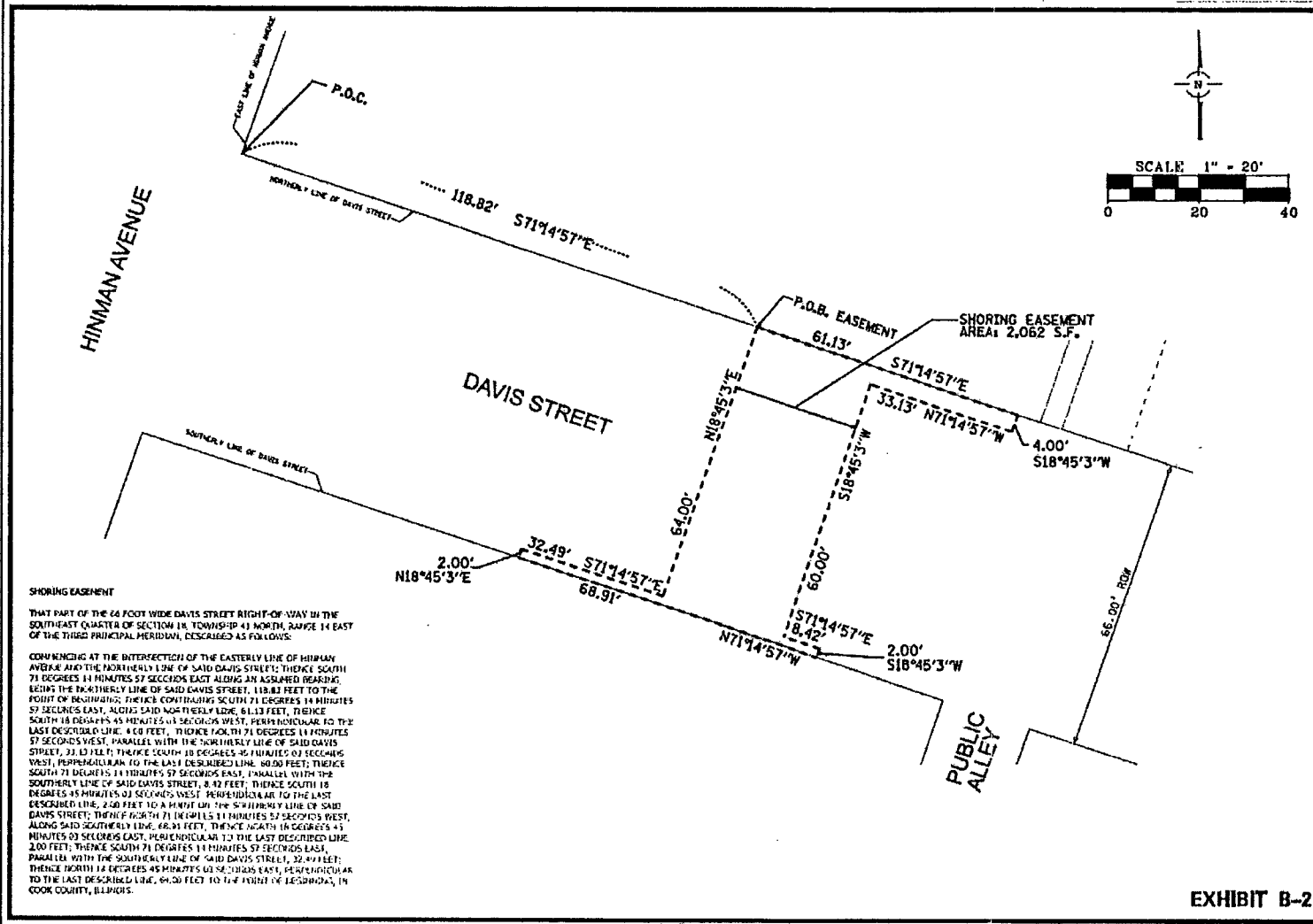
**DATE: 8/13/07**

**EXHIBIT B-1**



EXHIBIT B-2

SHORING EASEMENT



**SHORING EASEMENT**

THAT PART OF THE 66 FOOT WIDE DAVIS STREET RIGHT-OF-WAY IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF HINMAN AVENUE AND THE NORTHERLY LINE OF SAID DAVIS STREET; THENCE SOUTH 71 DEGREES 14 MINUTES 57 SECONDS EAST ALONG SAID ASSUMED BEARING, BEING THE NORTHERLY LINE OF SAID DAVIS STREET, 118.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 71 DEGREES 14 MINUTES 57 SECONDS EAST, ALONG SAID NORTHERLY LINE, 61.13 FEET; THENCE SOUTH 18 DEGREES 45 MINUTES 45 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.00 FEET; THENCE NORTH 71 DEGREES 14 MINUTES 57 SECONDS WEST, PARALLEL WITH THE NORTHERLY LINE OF SAID DAVIS STREET, 33.13 FEET; THENCE SOUTH 18 DEGREES 45 MINUTES 45 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 60.00 FEET; THENCE SOUTH 71 DEGREES 14 MINUTES 57 SECONDS EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID DAVIS STREET, 8.42 FEET; THENCE SOUTH 18 DEGREES 45 MINUTES 45 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID DAVIS STREET; THENCE NORTH 71 DEGREES 14 MINUTES 57 SECONDS WEST, ALONG SAID SOUTHERLY LINE, 68.91 FEET; THENCE NORTH 18 DEGREES 45 MINUTES 45 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.00 FEET; THENCE SOUTH 71 DEGREES 14 MINUTES 57 SECONDS EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID DAVIS STREET, 32.49 FEET; THENCE NORTH 18 DEGREES 45 MINUTES 45 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 60.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT B-2 - SHORING EASEMENT**

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

**CONSULTING ENGINEERS**  
**SURVEYING ENGINEERS**  
**LAND SURVEYORS**

9575 W. Higgins Road, Suite 702,  
Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065

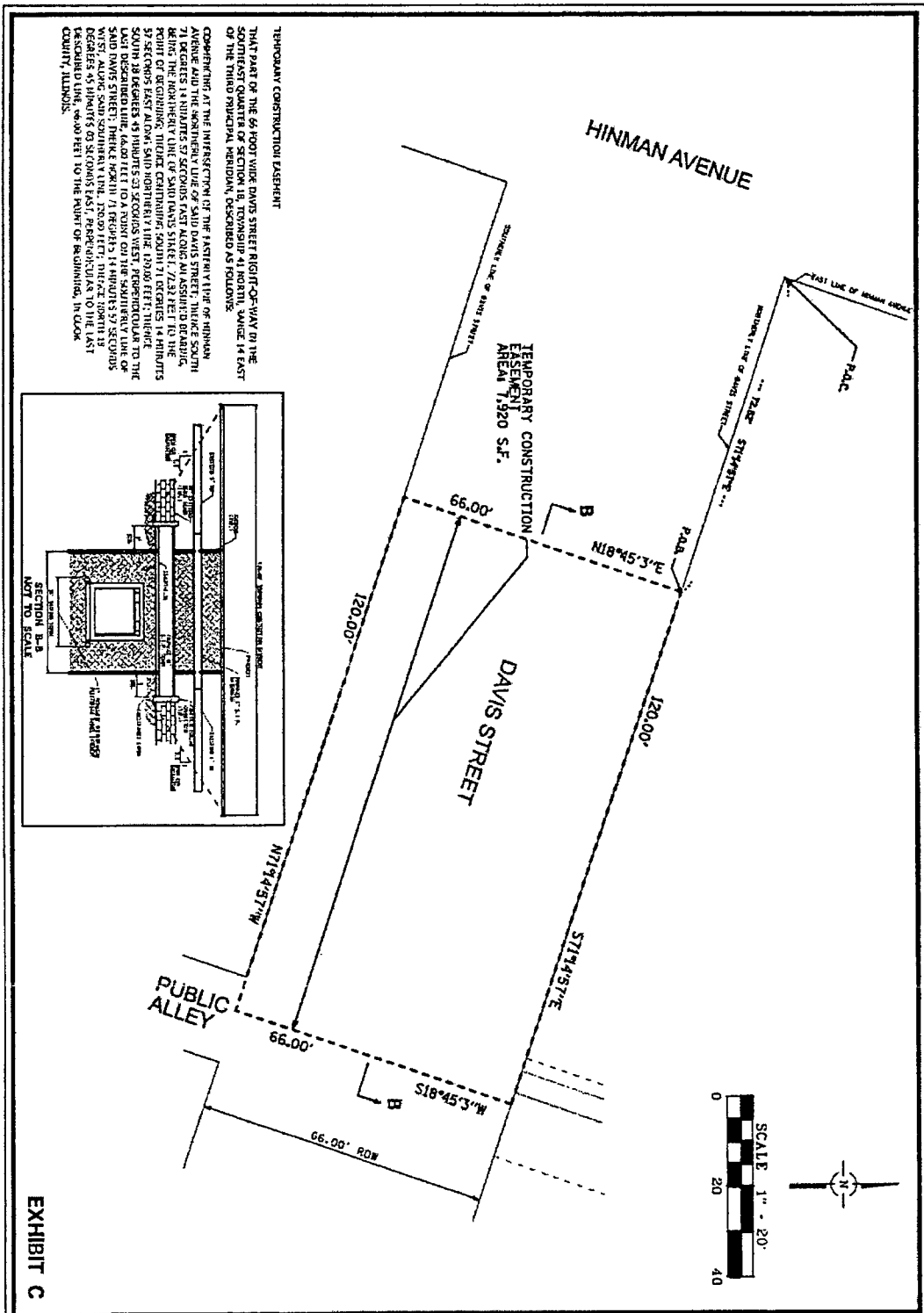
TEL: 847.696.4060  
FAX: 847.696.4065



**EXHIBIT B-2**

EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENT



**TEMPORARY CONSTRUCTION EASEMENT**

THAT PART OF THE 66 FOOT WIDE DAVIS STREET RIGHT-OF-WAY IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERNLY LINE OF HINMAN AVENUE AND THE SOUTHERLY LINE OF SAID DAVIS STREET, THENCE SOUTH 71 DEGREES 14 MINUTES 57 SECONDS EAST ALONG SAID ASSIGNED BEARING, BEING THE BOUNDARY LINE OF SAID DAVIS STREET, 7232 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 71 DEGREES 14 MINUTES 57 SECONDS EAST ALONG SAID BOUNDARY LINE, 1200 FEET; THENCE S71°20'00\"/>

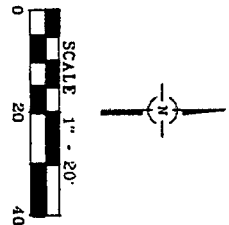
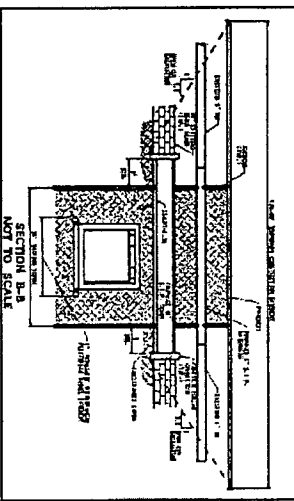


EXHIBIT C



**CONSULTING ENGINEERS,  
SITE DEVELOPMENT ENGINEERS,  
LAND SURVEYORS**

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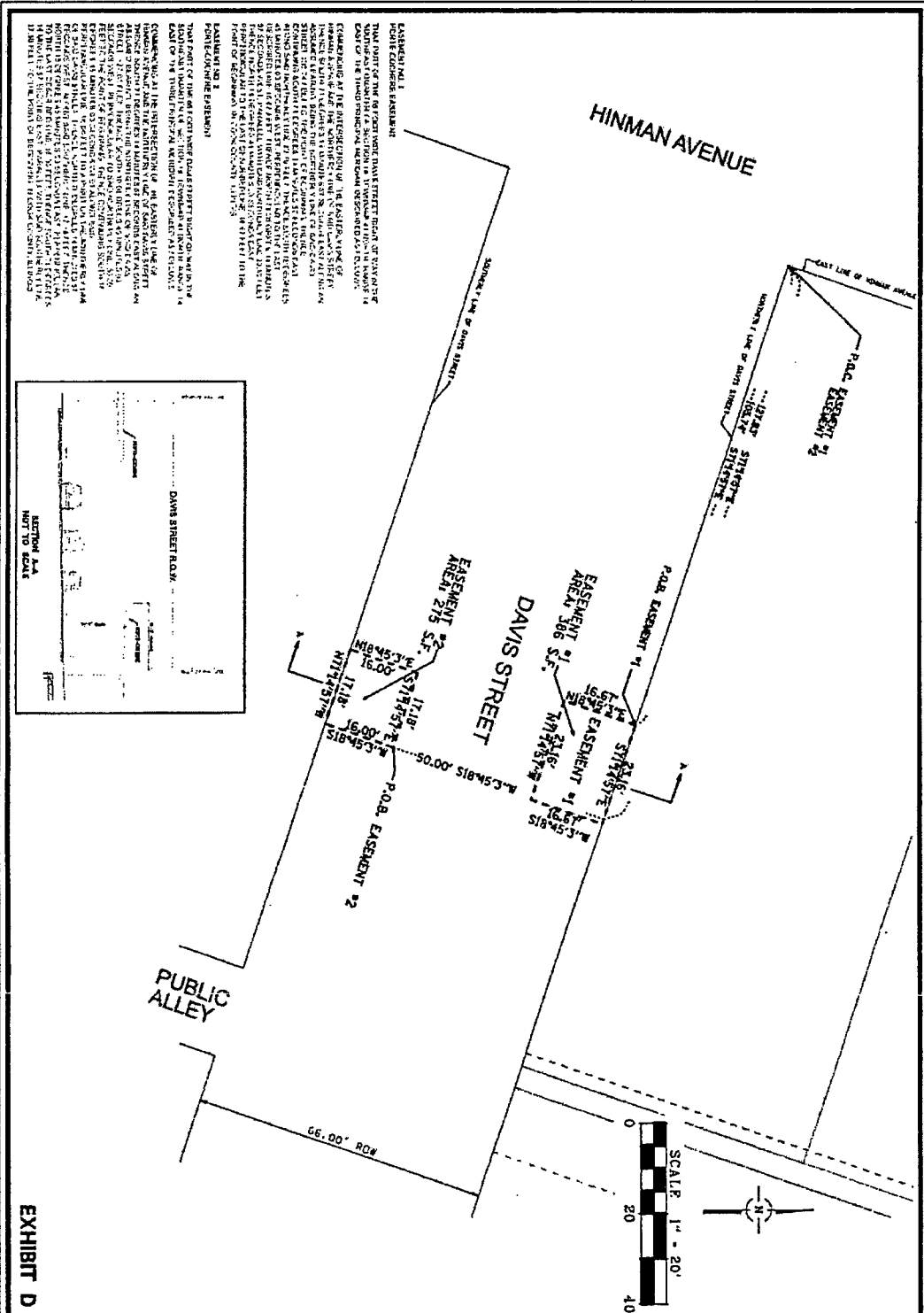
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**EXHIBIT C - TEMPORARY  
CONSTRUCTION EASEMENT**

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

EXHIBIT D

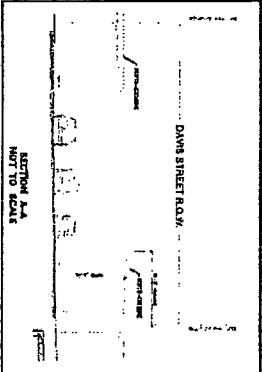
PORTE-COCHERE EASEMENT



**EASEMENT NO. 1**  
**PORTE-COCHERE EASEMENT**  
 THAT PART OF THE PROJECT BOUNDARY STREET FRONT OF THE PROJECT THAT IS LOCATED IN A SECTION IN TOWNSHIP 41 N., RANGE 14 E., COUNTY OF COOK, ILLINOIS, BEING THE PART OF THE PROJECT BOUNDARY STREET FRONT OF THE PROJECT...

**EASEMENT NO. 2**  
**PORTE-COCHERE EASEMENT**  
 THAT PART OF THE PROJECT BOUNDARY STREET FRONT OF THE PROJECT THAT IS LOCATED IN A SECTION IN TOWNSHIP 41 N., RANGE 14 E., COUNTY OF COOK, ILLINOIS, BEING THE PART OF THE PROJECT BOUNDARY STREET FRONT OF THE PROJECT...

**EASEMENT NO. 3**  
**PORTE-COCHERE EASEMENT**  
 THAT PART OF THE PROJECT BOUNDARY STREET FRONT OF THE PROJECT THAT IS LOCATED IN A SECTION IN TOWNSHIP 41 N., RANGE 14 E., COUNTY OF COOK, ILLINOIS, BEING THE PART OF THE PROJECT BOUNDARY STREET FRONT OF THE PROJECT...



**EXHIBIT D**



**CONSULTING ENGINEERS**  
**SITE DEVELOPMENT ENGINEERS**  
**LAND SURVEYORS**

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DATE: 6/13/07 FILE NUMBER: 2007-15-000000 JOB NO: 5686

**EXHIBIT D - PORTE-COCHERE EASEMENT**

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