

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:  
*W. Grant Farrar*  
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: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**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:  
*W. Grant Farrar*  
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

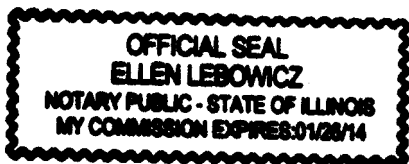
STATE OF ILLINOIS                    )  
  )  
COUNTY OF COOK                    )        SS.

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

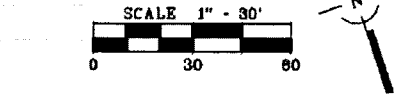
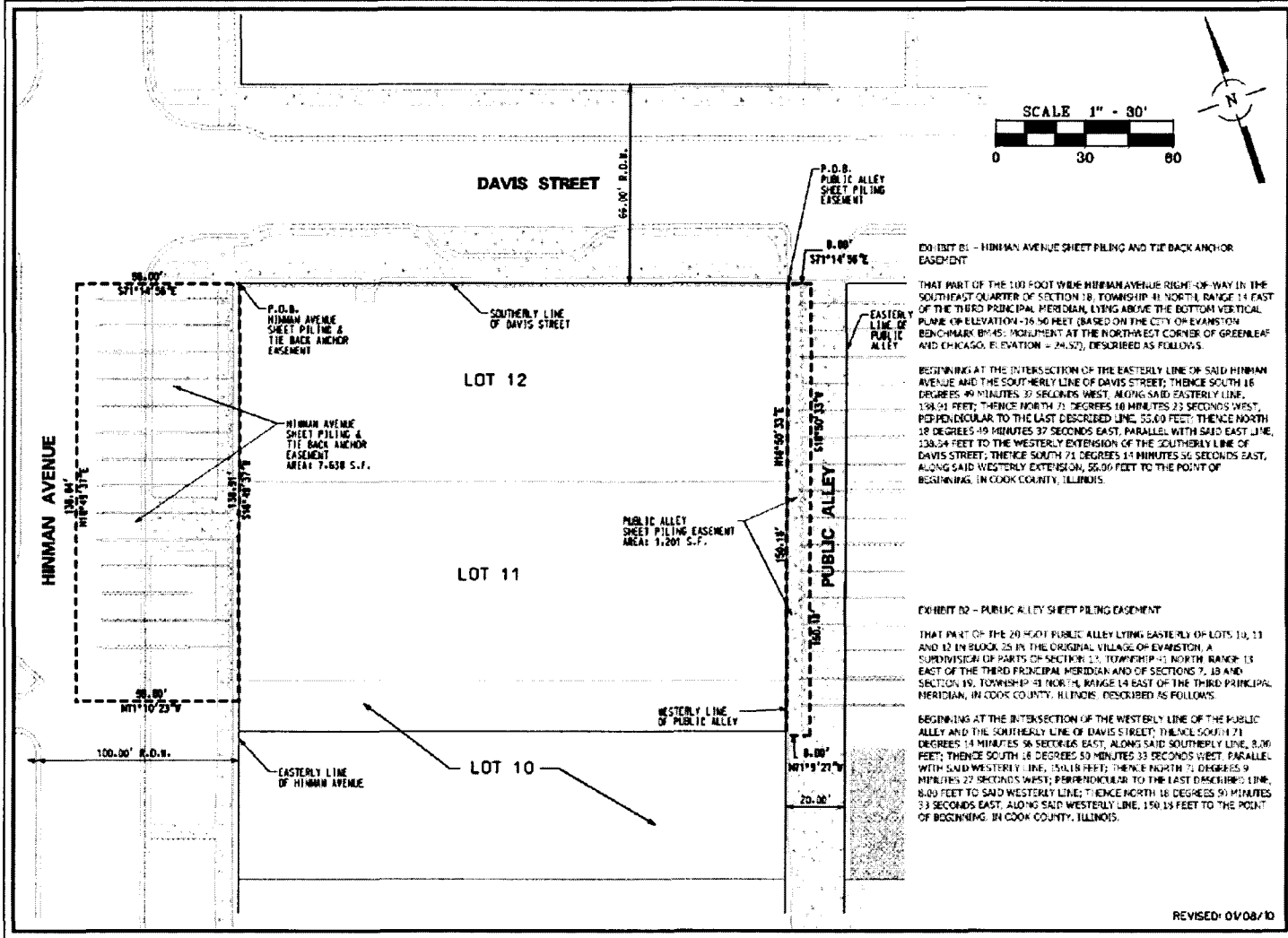


EXHIBIT B1 - HINMAN AVENUE SHEET PILING AND TIE BACK ANCHOR EASEMENT

THAT PART OF THE 100 FOOT WIDE HINMAN AVENUE RIGHT-OF-WAY IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE BOTTOM VERTICAL PLANE OF ELEVATION - 16.50 FEET (BASED ON THE CITY OF EVANSTON BENCHMARK BM45: MONUMENT AT THE NORTHEAST CORNER OF GREENLEAF AND CHICAGO, ELEVATION = 24.57), DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID HINMAN AVENUE AND THE SOUTHERLY LINE OF DAVIS STREET; THENCE SOUTH 16 DEGREES 49 MINUTES 33 SECONDS WEST, ALONG SAID EASTERLY LINE, 138.91 FEET; THENCE NORTH 71 DEGREES 10 MINUTES 23 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 55.00 FEET; THENCE NORTH 18 DEGREES 49 MINUTES 37 SECONDS EAST, PARALLEL WITH SAID EAST LINE, 138.94 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF DAVIS STREET; THENCE SOUTH 71 DEGREES 14 MINUTES 36 SECONDS EAST, ALONG SAID WESTERLY EXTENSION, 55.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B2 - PUBLIC ALLEY SHEET PILING 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 17, TOWNSHIP 41 NORTH, RANGE 14 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:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE PUBLIC ALLEY AND THE SOUTHERLY LINE OF DAVIS STREET; THENCE SOUTH 71 DEGREES 14 MINUTES 36 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 8.00 FEET; THENCE SOUTH 18 DEGREES 53 MINUTES 33 SECONDS WEST, PARALLEL WITH SAID WESTERLY LINE, 24.15 FEET; THENCE NORTH 71 DEGREES 9 MINUTES 27 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.00 FEET TO SAID WESTERLY LINE; THENCE NORTH 18 DEGREES 51 MINUTES 33 SECONDS EAST, ALONG SAID WESTERLY LINE, 150.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

REVISED: 01/08/10

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

THE MATHER SOUTH  
EVANSTON, ILLINOIS

SEARCHING & RECORDS  
SPRINGFIELD, ILLINOIS

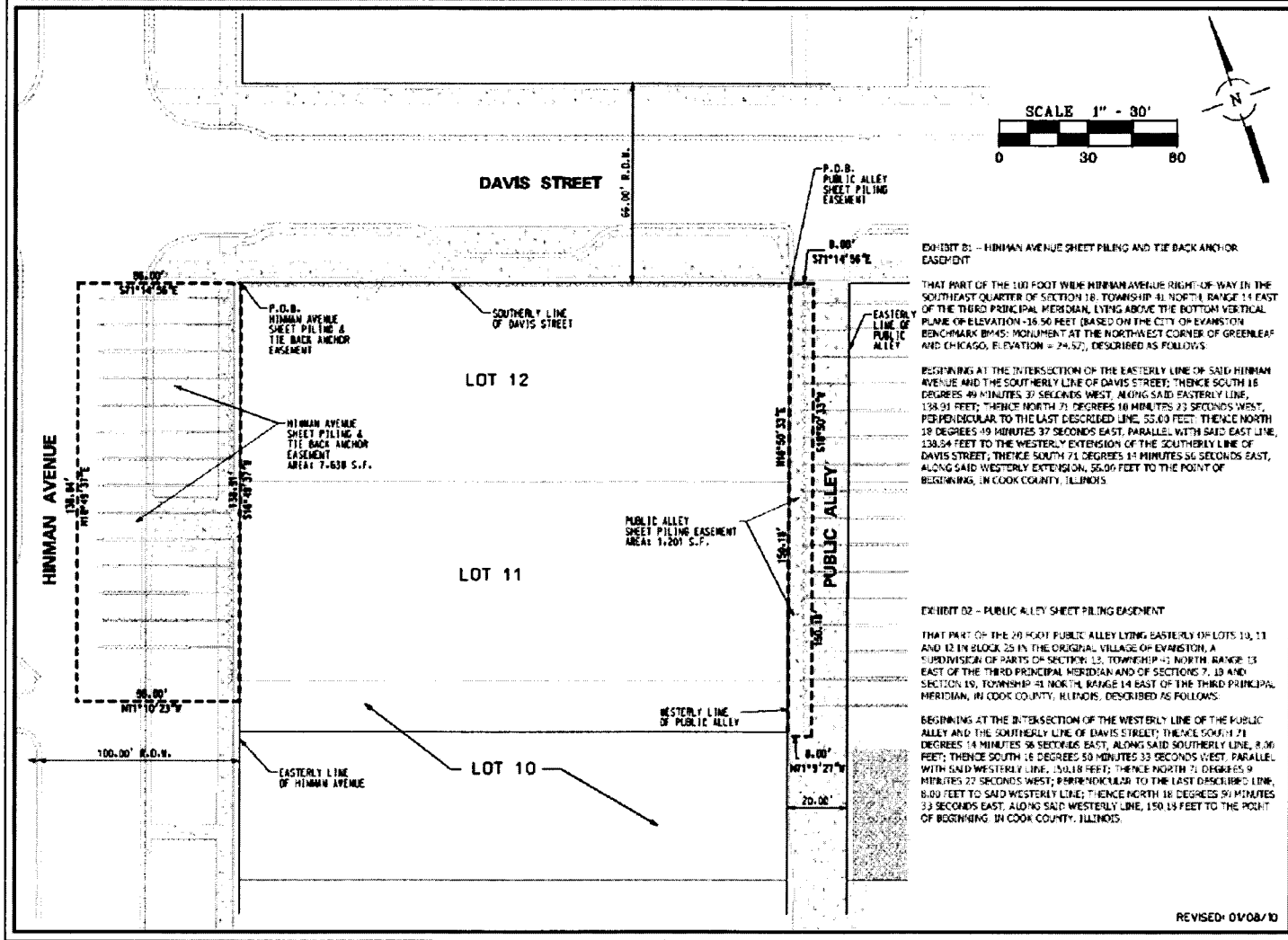
9275 W. Higgins Road, Suite 700,  
Rosemont, Illinois 60018  
Phone: (847) 696-4040 Fax (847) 696-4045  
JOB NO. 3686.D35



FILE NAME: EASEMENT.DWG  
DATE: 10/08/09

EXHIBIT B-2

PERMANENT ALLEY SHEET PILING/TIE BACK EASEMENT AREA



**EXHIBIT B1 - HINMAN AVENUE SHEET PILING AND TIE BACK ANCHOR EASEMENT**

THAT PART OF THE 100 FOOT WIDE HINMAN AVENUE RIGHT-OF-WAY IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE BOTTOM VERTICAL PLANE OF ELEVATION -16.50 FEET (BASED ON THE CITY OF EVANSTON BENCHMARK BM45 MONUMENT AT THE NORTHWEST CORNER OF GREENLEAF AND CHICAGO, ELEVATION = 24.57), DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID HINMAN AVENUE AND THE SOUTHERLY LINE OF DAVIS STREET; THENCE SOUTH 18 DEGREES 49 MINUTES 37 SECONDS WEST, ALONG SAID EASTERLY LINE, 138.91 FEET; THENCE NORTH 71 DEGREES 10 MINUTES 23 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 55.00 FEET; THENCE NORTH 18 DEGREES 49 MINUTES 37 SECONDS EAST, PARALLEL WITH SAID EAST LINE, 138.24 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF DAVIS STREET; THENCE SOUTH 71 DEGREES 11 MINUTES 56 SECONDS EAST, ALONG SAID WESTERLY EXTENSION, 55.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT B2 - PUBLIC ALLEY SHEET PILING 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 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF SECTIONS 7, 10 AND SECTION 19, TOWNSHIP 41 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, 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 71 DEGREES 14 MINUTES 56 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 8.00 FEET; THENCE SOUTH 16 DEGREES 50 MINUTES 33 SECONDS WEST, PARALLEL WITH SAID WESTERLY LINE, 50.18 FEET; THENCE NORTH 71 DEGREES 9 MINUTES 27 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.00 FEET TO SAID WESTERLY LINE; THENCE NORTH 18 DEGREES 51 MINUTES 33 SECONDS EAST, ALONG SAID WESTERLY LINE, 150.13 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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

**THE MATHER SOUTH**  
EVANSTON, ILLINOIS

CONSULTING ENGINEER  
5122 ALDRMAN LANE, SUITE 200  
EVANSTON, ILLINOIS 60118

9575 W. Higgins Road, Suite 700,  
Rosemont, Illinois 60018  
Phone: (847) 696-4040 Fax: (847) 696-4046

DATE: 07/05/09

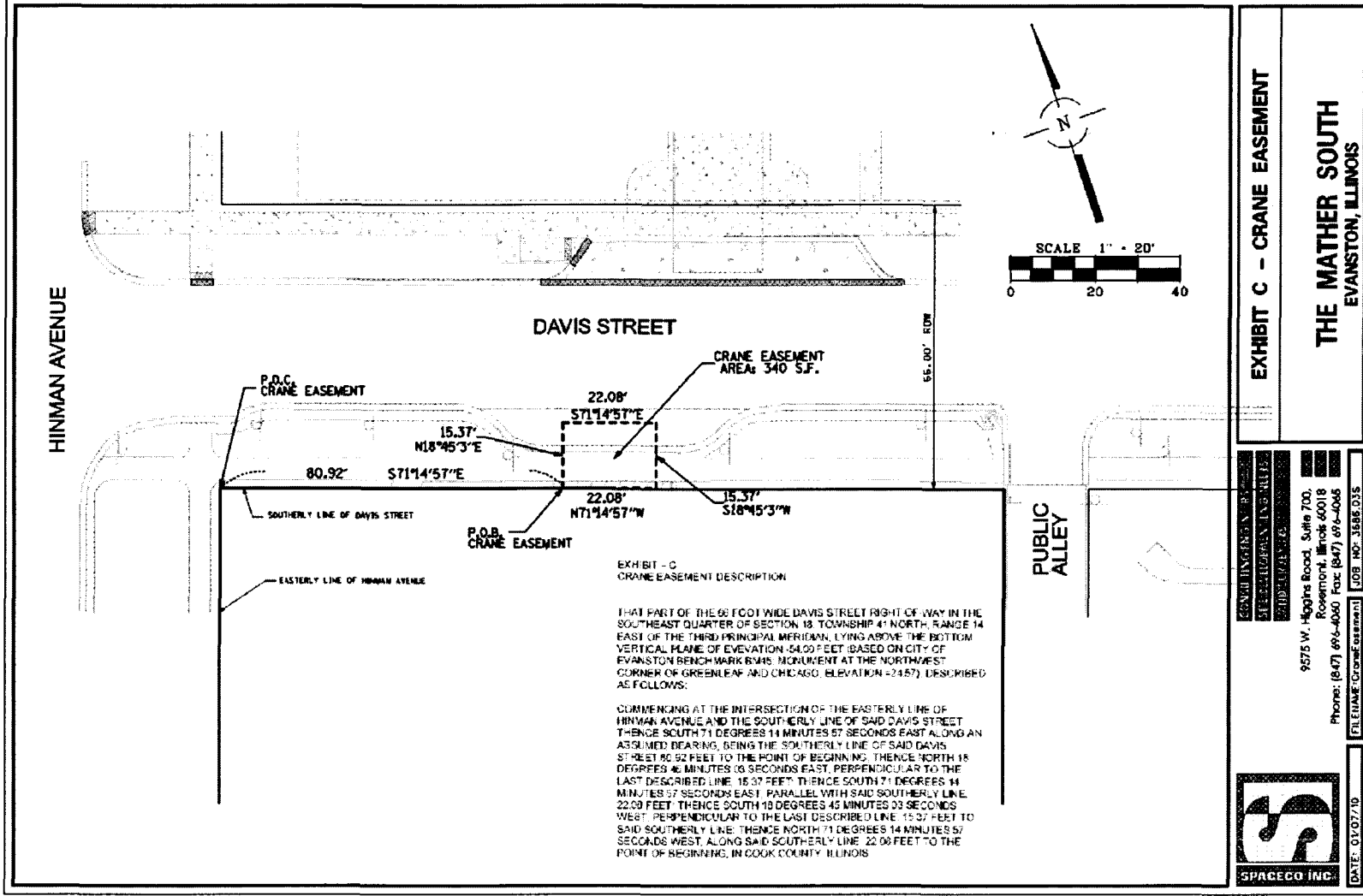
FILE NAME: EASEMENTS-FOLD03 JOB NO.: 3686-D35

SPACECO INC.

REVISED: 01/08/10

**EXHIBIT C**

**TEMPORARY CRANE EASEMENT AREA**



**EXHIBIT C - CRANE EASEMENT**

**THE MATHER SOUTH**  
EVANSTON, ILLINOIS

**CONVEYANCE BY**  
**SPRACCO INC. & AFFILIATES**

9575 W. Higgins Road, Suite 700,  
Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4068

**FILE NAME: Crane Easement** JOB NO: 3586.015

**DATE: 01/07/10**

**SPRACCO INC.**

# EXHIBIT D

## TEMPORARY TRAILER EASEMENT AREA

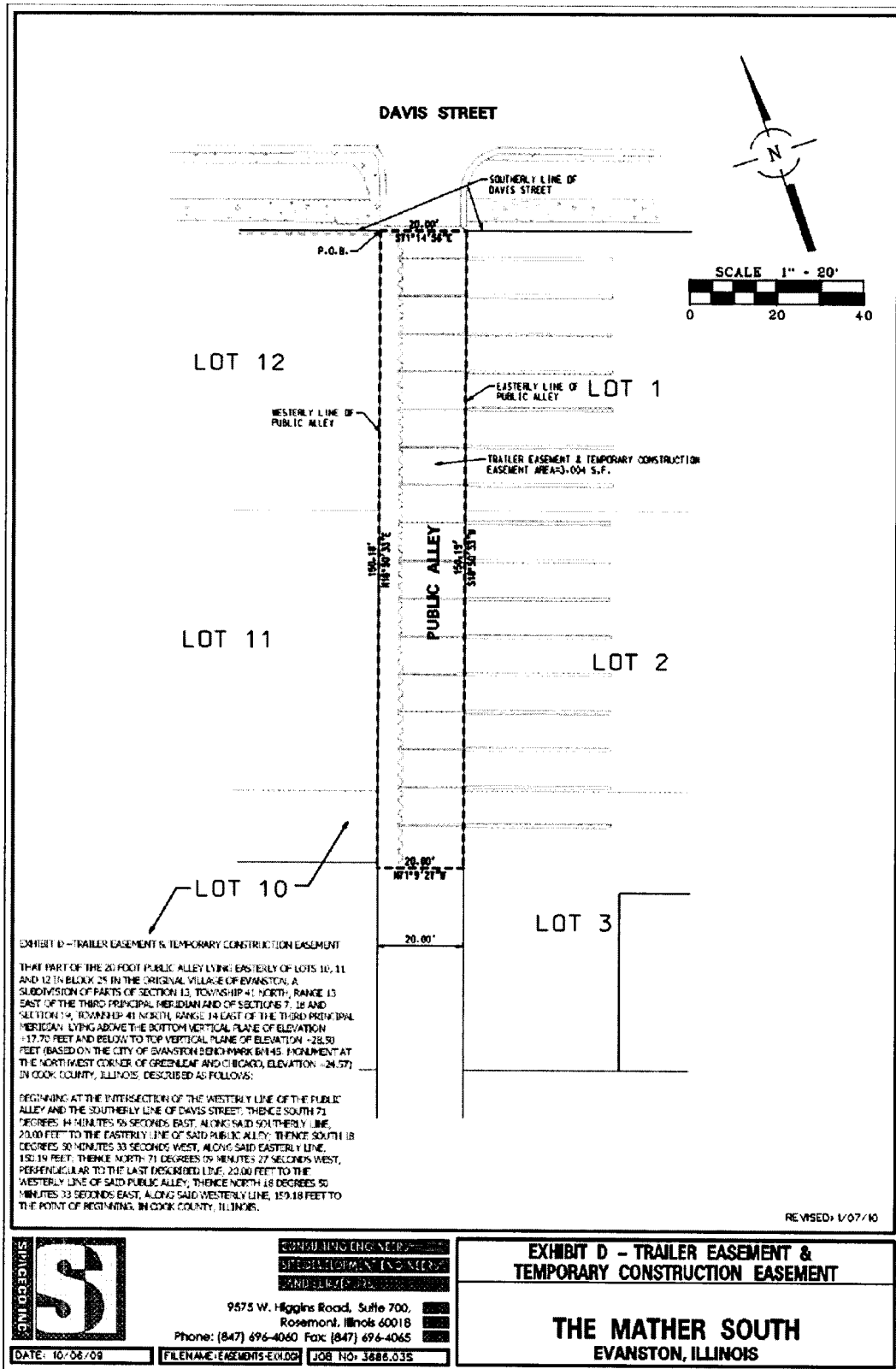


EXHIBIT E

PERMANENT UTILITY LINES EASEMENT AREA

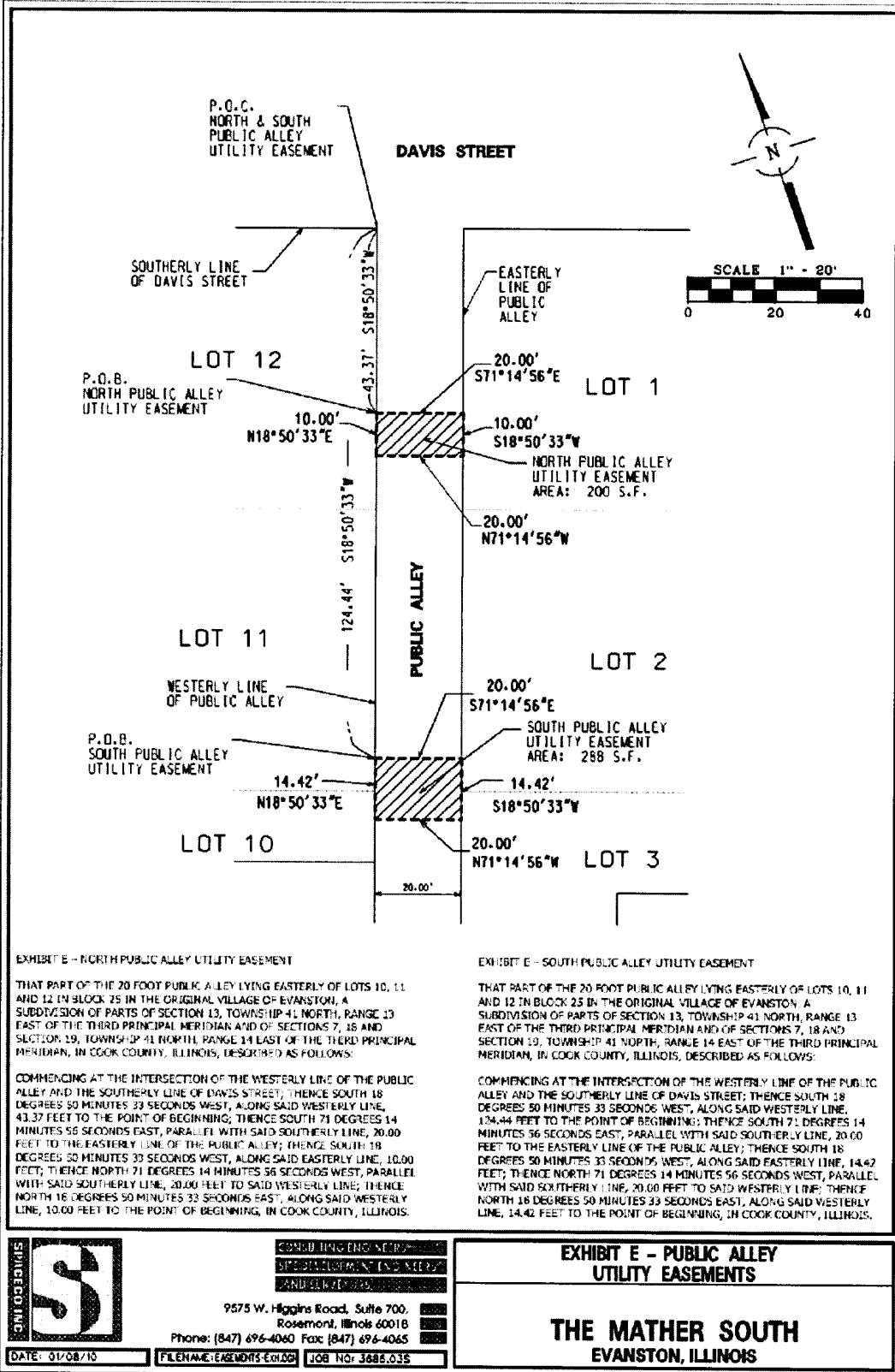


EXHIBIT E - NORTH PUBLIC ALLEY UTILITY EASEMENT

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.

**SHIRLING INC.**

CONSULTING ENGINEERS  
SURVEILLANCE ENGINEERS  
LAND SURVEYORS

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

DATE: 01/08/10 FILENAME: EASEMENTS-EM002 JOB NO: 3686.035

EXHIBIT E - PUBLIC ALLEY UTILITY EASEMENTS

**THE MATHER SOUTH**  
EVANSTON, ILLINOIS