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This document prepared by
and after recording return to:

DLA Piper Rudnick Gray Cary
US LLP
203 North LaSalle Street
Suite 1500
Chicago, Illinois 60601
Attn: David V. Hall



Doc#: 0631333003 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/09/2006 07:24 AM Pg: 1 of 19

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FIRST AMENDMENT TO AND RESTATEMENT OF PARCEL 15 DEVELOPMENT AND EASEMENT AGREEMENT

This **FIRST AMENDMENT TO AND RESTATEMENT OF PARCEL 15 DEVELOPMENT AND EASEMENT AGREEMENT** (this "**Amendment**") is made as of this 27th day of October, 2006, by and between **ASN LAKESHORE EAST LLC**, a Delaware limited liability company ("**ALE**") and **LAKESHORE EAST LLC**, an Illinois limited liability company ("**LE**").

The following recitals of fact are a material part of this Amendment:

A. **ALE**, **LE**, and **LE**'s predecessor in interest as owner of Parcel 2, Lakeshore East Parcel P LLC, previously entered into that certain Parcel 15 Development and Easement Agreement dated as of June 26, 2002 and recorded July 2, 2002 as Document No. 0020732021 ("**Original Agreement**", and as amended hereby, the "**Agreement**"), which affected Parcel 1, Parcel 2, Parcel 3A and Parcel 15 (as such terms are defined in the Declaration Of Covenants, Conditions, Restrictions And Easements For Lakeshore East dated as of June 26, 2002, which was recorded July 2, 2002 with the Cook County Recorder as Document No. 0020732020, as amended (as the same may be amended from time to time, the "**Declaration**"))

B. **ALE** and Lakeshore East Parcel P LLC have entered into a certain Option Agreement dated January 29, 2006, as amended by a First Amendment to Option Agreement between such parties which, among other things, assigned Lakeshore East Parcel P LLC's interests to **LE** (as so amended and assigned, and as it may be further amended from time to time, the "**Option Agreement**") relating to, among other things, a portion of Parcel 1 [a portion of which is referred to as the "ComEd South Parcel" in the Declaration, a portion of which is an approximately sixty-six (66) foot wide strip of land located immediately south of and adjacent to the ComEd South Parcel, and which together with other portions is legally described on Exhibit A to this Amendment (the "**Burdened Parcel**")].

C. Pursuant to the Option Agreement, simultaneously herewith, **ALE** has conveyed to **LE** the Burdened Parcel, and **LE** is the current owner of the Burdened Parcel.

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Box 400-CTCC
DONE AT CUSTOMER'S REQUEST

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- D. ALE is the current owner of Parcel 1 (as defined in Section 2 below).
- E. LE is the current owner of Parcel 2 (as defined in Section 2 below), Parcel 3A and Parcel 15.
- F. In connection with such conveyance, the parties have agreed to amend and restate the Original Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Original Agreement in amended and restated in its entirety as follows:

1. **Definitions.** Any capitalized term not otherwise defined herein shall have the meaning given to such term in the Declaration.

2. **Parcels, Amended Definitions.** The definition of "Parcel 2" in the Original Agreement now includes the Burdened Parcel, and the definition of "Parcel 1" in the Original Agreement now excludes the Burdened Parcel. The term "Parcel 1" as used in this Agreement is legally described on Exhibit B to this Agreement, and the term "Parcel 15" as used in this Agreement is legally described on Exhibit C to this Agreement. It is understood and agreed that other than such Parcels 1 and 15 as so defined, the other Parcels that were subject to the Original Agreement, e.g., Parcels 2 and 3A, are no longer subject to this Agreement. "**Parcel 1 Owner**" shall mean the owner from time to time of Parcel 1 (as defined above). "**Parcel 15 Owner**" shall mean the owner from time to time of Parcel 15 (as defined above). Each of Parcel 1 Owner and Parcel 15 Owner is an "**Owner**" as such term is used herein.

3. **Upper Level No Build Area.** No improvements shall be constructed at any time within the area within Parcel 15 labeled as the "Upper Level No Build Area" on Exhibit 1 attached hereto above the Upper Level (as such Upper Level is shown on Exhibit 1-1 of the Declaration).

4. **Miscellaneous.**

(a) **Authority of ALE.** ALE represents and warrants that (i) ALE is a duly organized and validly existing limited liability company under the laws of the State of Delaware, and has full and lawful right and authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby; (ii) the person or persons executing this Agreement on behalf of ALE have the full legal power and authority to do so; and (iii) the consummation and performance of the transactions contemplated by this Agreement will not constitute a default or result in the breach of any term or provision of any contract or agreement to which ALE is a party so as to adversely affect this Agreement or the transactions contemplated hereby.

(b) **Authority of LE.** LE represents and warrants that (i) LE is a duly organized and validly existing limited liability company under the laws of the State of Illinois, and has full and lawful right and authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereunder; (ii) the person or persons executing this Agreement on behalf of LE have the authority to do so; and (iii)

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the consummation and performance of the transactions contemplated by this Agreement will not constitute a default or result in the breach of any term or provision of any contract or agreement to which LE is a party so as to adversely affect this Agreement or the transactions contemplated hereby.

(c) **Severability.** In the event that any provision of this Agreement, or the application thereof to any particular party or circumstance, is found by a court of competent jurisdiction to be invalid or unenforceable (in whole or in its application to a particular party or circumstance), the remaining provisions of this Agreement or the application thereof to different parties or circumstances, as the case may be, shall not be affected thereby and this Agreement shall remain in full force and effect in all other respects.

(d) **Notices.** All notices herein required shall be in writing and shall be served on the Owners of applicable Parcels at the addresses or facsimile numbers set forth herein, or to such other address or facsimile number from time to time provided by a notice satisfying the requirements hereof to the notifying party by the Owner of a Parcel from time to time to which notice is to be sent. The mailing of a notice by registered or certified mail, return receipt requested, the "faxing" of a notice by telecopy, or notice sent by overnight courier or messenger shall be deemed sufficient service hereunder. Notices shall be deemed given as of (i) the second (2nd) business day after the date of mailing if mailed by registered or certified mail as aforesaid, (ii) the next business day after the date of sending, if sent by overnight courier, (iii) the time received if delivered by messenger, or (iv) the date received if given by telecopy as aforesaid, if received during normal business hours; otherwise, on the next business day. Notices shall be sent as follows:

If to Parcel 15 Owner:

c/o Magellan Development Group, LLC
303 E. Wacker Drive - Suite 2750
Chicago, IL 60601
Attention: President
Fax (312) 624-2773

with a copy to:

c/o Magellan Development Group, LLC
303 E. Wacker Drive - Suite 2750
Chicago, IL 60601
Attention: General Counsel
Fax (312) 624-2773

If to Parcel 1 Owner:

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Six Piedmont Center – Suite 600
 Atlanta, GA 30305
 Attention: Allison Zuberbier
 Fax (404) 240-8973

with a copy to:
 DLA Piper Rudnick Gray Cary US LLP
 203 North LaSalle Street
 Suite 1500
 Chicago, Illinois 60601
 Attn: David V. Hall
 Fax (312) 630-5639

(c) **Binding Effect.** This Agreement shall become effective when it is executed by LE and ALE and shall be a covenant running with the land and shall be binding upon and inure to the benefit of the Owners of the Parcels and their respective successors and assigns, including all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in anyone or more of the Parcels. This Agreement is solely for the benefit of the Owners of the Parcels, their successors and assigns, and such aforesaid parties, and there shall be no third party beneficiaries to this Agreement. If there is at any time in question more than one person or entity that is the owner of a Parcel, all such persons and entities shall be severally, but not jointly, liable for such obligations provided for herein in respect of such Parcel based upon their percentage ownership of such Parcel, and in the event such Parcel is the subject of one or more condominium, townhome, or parkhome declarations for which there is a board of managers or similar board that acts in respect of such Parcel, such board or its designee shall be the party to act for the Owners of such Parcel pursuant to this Agreement.

(f) **Headings.** Paragraph and section headings are used herein for convenience of reference only, they are not part of this Agreement and do not affect the construction of this Agreement.

(g) **Estoppel.** Upon request of any Owner of any Parcel, the other Owners shall execute and deliver to such requesting Owner or any prospective purchaser or Lender of the requesting Owner, an estoppel letter in form reasonably requested by the requesting Owner.

(h) **Lenders.** Each Owner agrees to deliver true, correct and complete copies of any consents, approvals, notices, requests or demands made by it to the holder (a "Lender") of any Mortgage encumbering the Owner's Parcel that is affected thereby, if the delivering Owner has previously been notified of the identity and address of such Lender pursuant to a notice given in the manner provided in this Agreement. If an Owner has been so given written notice of the existence of the name and address of a Lender holding a Mortgage on another Owner's Parcel, no default shall exist hereunder by the Owner of the Parcel encumbered by such Mortgage unless (i) such Lender has been given copies of the notices of default (such notices to be given in the manner provided in this Agreement to such Lender at the most recent address of which the Owner giving such notice has been advised), and (ii) the Lender is given a twenty (20) day period within

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which to cure such default (plus such longer time as may be necessary (x) to effect a cure provided the Lender has commenced and is diligently prosecuting a cure or (y) if the default may only be cured by Lender by obtaining possession of the Parcel encumbered by the Mortgage, to obtain possession of such Parcel encumbered by the Mortgage), provided Lender notified the Owner asserting the default in writing that it will cure the default upon possession and promptly commences foreclosure action and thereafter diligently prosecutes such foreclosure action to completion. Any cure of a default by any Lender of a defaulting Owner shall be accepted by the Owner asserting the default if offered within such cure period.

(i) **Integration.** This Agreement embodies the entire understanding of the Owners relating to the subject matter hereof and there are no further or other agreements or understandings, written or oral, in effect among the Owners relating to the subject matter hereof other than the Declaration and any Separate Agreement executed pursuant thereto. The terms "Parcel 1 Owner" and "Parcel 15 Owner" as used herein shall be deemed to include any and all successors, grantees and assigns of such parties and their respective successors, grantees and assigns. This Agreement shall not be construed more favorably to one Owner due to the fact that it may have been drafted, or primarily drafted, by another Owner, its attorney, or representatives.

(j) **Transfer by Grantor.** Upon any transfer or conveyance of all or a portion of one or more of Parcel 1 or 15 by the Owner thereof, the transferor shall be released from any liability under this Agreement relative to the real estate so transferred or conveyed to the extent arising after the date of such transfer or conveyance, and the transferee shall be bound by and deemed to have assumed the obligations of Parcel 1 Owner or Parcel 15 Owner, as applicable, arising after the date of such transfer or conveyance.

(k) **Rule Against Perpetuities.** If any of the options, privileges, covenants or rights created by this Agreement would otherwise be unlawful or void for violation of the rule against perpetuities or some analogous statutory provisions, the rule restricting restraints on alienation, or any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty one (21) years after the death of the last survivor of the now living lawful descendants of George W. Bush, President of the United States.

(l) **Several, Not Joint Obligations.** It is understood and agreed that the obligations, releases, and agreements of each Owner are several obligations, releases, and agreements of the Owners, and not joint obligations, releases, and agreements, anything contained herein to the contrary notwithstanding.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

ALE:

ASN LAKESHORE EAST LLC, a Delaware limited liability company

By: **Archstone-Smith Operating Trust**, a Maryland real estate investment trust, its sole member

By: _____
Name: James R. Dunlop
Title: Regional Vice President

LE:

LAKESHORE EAST LLC, an Illinois limited liability company

By: _____
Name: David J. Carlins
Title: Manager

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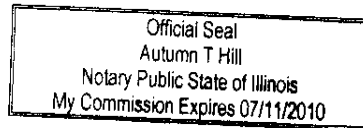
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Autumn T. Hill, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that David J. Carlins, a Manager of Lakeshore East LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26th day of October, 2006.

Autumn T. Hill
Notary Public

My Commission Expires 7/11/2010



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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

ALE:

ASN LAKESHORE EAST LLC, a Delaware limited liability company

By: **Archstone-Smith Operating Trust**, a Maryland real estate investment trust, its sole member

By: 
Name: James R. Dunlop
Title: Senior Vice President

LE:

LAKESHORE EAST LLC, an Illinois limited liability company

By: _____
Name: David J. Carlins
Title: Manager

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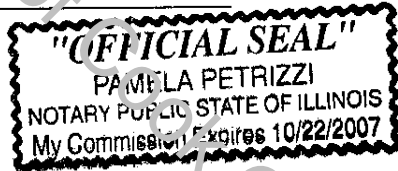
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Pamela Petrizzi, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that James R. Dunlop, the senior Vice President of Archstone-Smith Operating Trust, a Maryland real estate investment trust, the sole member of ASN Lakeshore East LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said real estate investment trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21st day of September, 2006.

Pamela Petrizzi
Notary Public

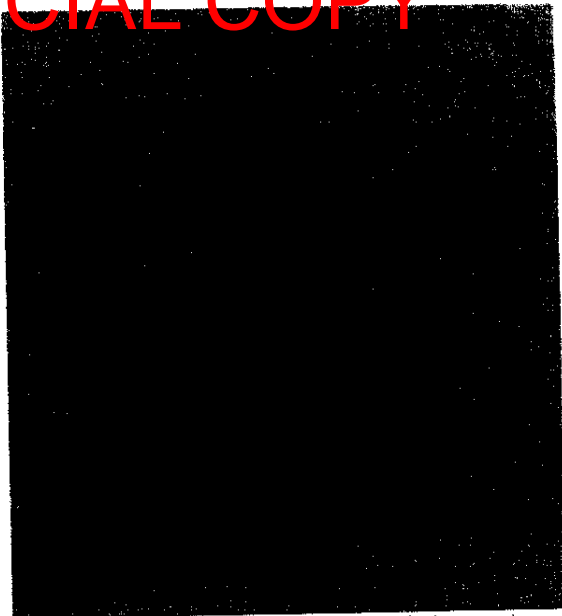
My Commission Expires: _____



County Clerk's Office

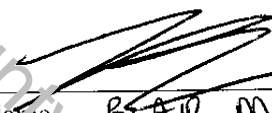
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**CONSENT TO FIRST
AMENDMENT TO AND
RESTATEMENT OF PARCEL
15
DEVELOPMENT AND
EASEMENT AGREEMENT**



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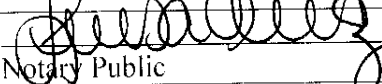
The undersigned is the holder of a Mortgage which was recorded May 9, 2005 with the Cook County Illinois Recorder as Document No. 0512918037 (together with the other loan documents related thereto, "Loan Documents"), hereby consents to this Amendment and acknowledges and agrees that the Loan Documents continue to be subject and subordinate to the Agreement as amended by this Amendment.

	<p>MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, in its capacity as Trustee of the AFL-CIO Building Investment Trust, and not in its corporate capacity</p> <p>By: </p> <p>Name: <u>BLAIR MUCKE</u></p> <p>Its: <u>SENIOR VP</u></p>
--	--

District of Columbia
STATE OF ~~ILLINOIS~~)
) SS
COUNTY OF ~~COOK~~)

I, Luisa Alvarez, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Blair Mücke, Sr. VP of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25th day of October, 2006.

	 Notary Public
--	---

Luisa E. Alvarez
Notary Public, District of Columbia
My Commission Expires: September 30, 2008

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Property Address: 221 Columbus Drive, Chicago, IL

Permanent Index Numbers for all Parcels Originally Included in Agreement:

17-10-318-038-0000

17-10-318-040-0000

17-10-318-042-0000

17-10-318-043-0000

17-10-318-051-0000

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EXHIBIT A

BURDENED PARCEL LEGAL DESCRIPTION

A PARCEL OF LAND COMPRISED OF A PART OF LOT 1 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF A PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1A IN SAID LAKESHORE EAST SUBDIVISION, SAID SOUTHEAST CORNER BEING ALSO A COMMON CORNER WITH THAT PART OF SAID LOT 1 WHICH LIES EAST OF AND ADJOINING SAID LOT 1A;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1A, A DISTANCE OF 104.00 FEET;

THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF LOT 1A, A DISTANCE OF 105.00 FEET TO THE EAST LINE OF SAID LOT 1, SAID EAST LINE BEING ALSO THE WEST LINE OF LOT 15 IN SAID LAKESHORE EAST SUBDIVISION;

THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1, SAID EAST LINE BEING PARALLEL WITH THE EAST LINE OF LOT 1A, DISTANCE OF 104.00 FEET;

THENCE WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF LOT 1, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THAT PART OF THE LAND, PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF LOT 1 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 00301045, IN COOK COUNTY, ILLINOIS, SAID PART OF LOT 1 BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1A IN SAID LAKESHORE EAST SUBDIVISION, SAID NORTHEAST CORNER BEING ALSO A COMMON CORNER WITH SAID PART OF LOT 1 LYING EAST OF AND ADJOINING SAID LOT 1A;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 1A, A DISTANCE OF 56.00 FEET;

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THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF LOT 1A, A DISTANCE OF 105.00 FEET TO THE EAST LINE OF LOT 1, SAID EAST LINE OF LOT 1 BEING ALSO THE WEST LINE OF LOT 15 IN SAID LAKESHORE EAST SUBDIVISION;

THENCE NORTH ALONG SAID EAST LINE OF LOT 1, A DISTANCE OF 56.00 FEET;

THENCE WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF LOT 1, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THAT PART OF THE PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 38.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF LOT 1 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, SAID PART OF LOT 1 BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1A IN SAID LAKESHORE EAST SUBDIVISION, SAID NORTHEAST CORNER BEING ALSO THE NORTHEAST CORNER OF THAT PART OF LOT 1 WHICH LIES OVER AND ABOVE SAID LOT 1A;

THENCE SOUTH ALONG THE EAST LINE OF LOT 1A, A DISTANCE OF 56.00 FEET;

THENCE WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF LOT 1A, A DISTANCE OF 90.00 FEET TO THE WEST LINE OF SAID LOT 1A;

THENCE NORTH ALONG SAID WEST LINE OF LOT 1A, A DISTANCE OF 56.00 FEET TO THE NORTH LINE OF SAID LOT 1A;

THENCE EAST ALONG SAID NORTH LINE OF LOT 1A, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THAT PART OF THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 38.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF LOT 1 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS

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DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS SAID PART OF LOT 1 BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1A IN SAID LAKESHORE EAST SUBDIVISION, SAID SOUTHEAST CORNER BEING ALSO THAT PART OF SAID LOT 1 WHICH LIES OVER AND ABOVE SAID LOT 1A;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1A, A DISTANCE OF 104.00 FEET;

THENCE WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF LOT 1A, A DISTANCE OF 90.00 FEET TO THE WEST LINE OF LOT 1A;

THENCE SOUTH ALONG SAID WEST LINE OF LOT 1A, A DISTANCE OF 104.00 FEET TO THE SOUTHWEST CORNER OF LOT 1A;

THENCE EAST ALONG SAID SOUTH LINE OF LOT 1A, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF LAND COMPRISED OF A PART OF LOT 1 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF A PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1 WHICH IS 95.18 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 (SAID WEST LINE BEING ALSO THE EAST LINE OF N. COLUMBUS DRIVE AS DEDICATED BY DOCUMENT 21925615, RECORDED ON JUNE 5, 1972) A DISTANCE OF 66.00 FEET;

THENCE EAST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF LOT 1, A DISTANCE OF 285.00 FEET TO THE EAST LINE OF SAID LOT 1 (SAID EAST LINE BEING ALSO THE WEST LINE OF LOT 15 IN SAID LAKESHORE EAST SUBDIVISION);

THENCE SOUTH ALONG SAID EAST LINE OF LOT 1 (SAID EAST LINE BEING PARALLEL WITH THE WEST LINE OF LOT 1), A DISTANCE OF 66.00 FEET;

THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF LOT 1, A DISTANCE OF 285.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THAT PART OF THE PROPERTY AND SPACE LYING ABOVE 44.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LANDS LYING EAST OF AND ADJOINING SAID FORT DEARBORN ADDITION BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT ON THE EAST LINE OF N. COLUMBUS DRIVE WHICH IS 461.18 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE

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INTERSECTION OF SAID EAST LINE WITH THE NORTH LINE OF E. RANDOLPH STREET AND RUNNING

THENCE CONTINUING NORTH ALONG SAID EAST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF 104.00 FEET;

THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF 90.00 FEET;

THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF 104.00 FEET;

THENCE WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING..

Property of Cook County Clerk's Office

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EXHIBIT B

PARCEL 1

A PARCEL OF LAND COMPRISED OF A PART OF LOT 1 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF A PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 (SAID WEST LINE BEING ALSO THE EAST LINE OF N. COLUMBUS DRIVE AS DEDICATED BY DOCUMENT 21925615, RECORDED ON JUNE 5, 1972) A DISTANCE OF 95.18 FEET;

THENCE EAST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF LOT 1, A DISTANCE OF 285.00 FEET TO THE EAST LINE OF SAID LOT 1 (SAID EAST LINE BEING ALSO THE WEST LINE OF LOT 15 IN SAID LAKESHORE EAST SUBDIVISION);

THENCE SOUTH ALONG SAID EAST LINE OF LOT 1 (SAID EAST LINE BEING PARALLEL WITH THE WEST LINE OF SAID LOT 1), A DISTANCE OF 95.18 FEET TO THE SOUTH LINE OF SAID LOT 1;

THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 285.00 FEET TO THE POINT OF BEGINNING.

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EXHIBIT C

PARCEL 15

THE SOUTHERLY 95.35 FEET OF LOT 15 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF A PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS

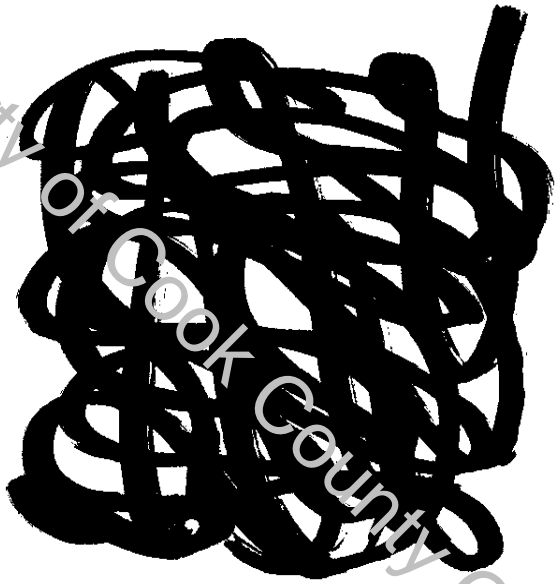
Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT 1

NO BUILD AREA

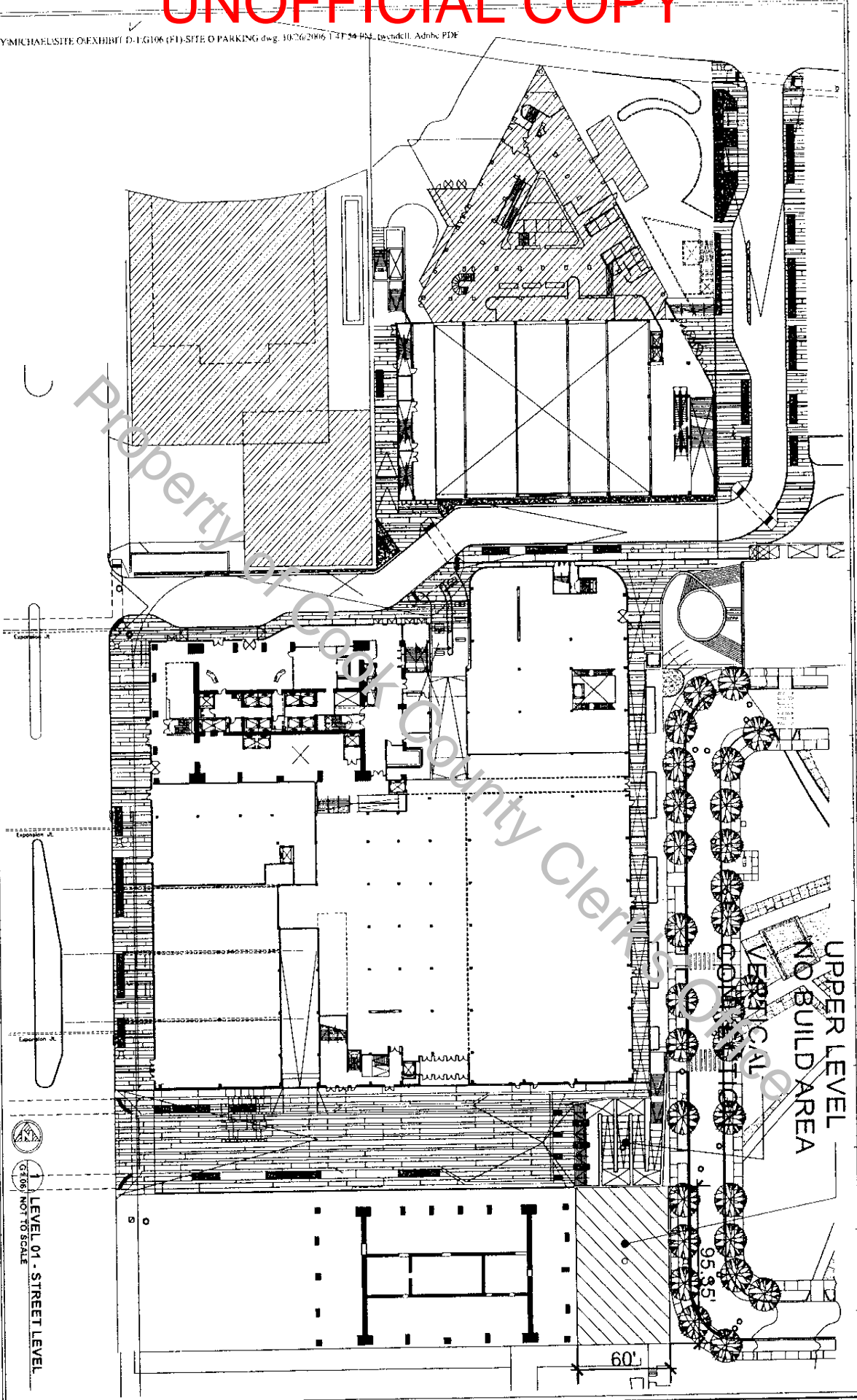
Property of Cook County Clerk's Office



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EXHIBIT 1 - NO BUILD AREA



G1.06 LEVEL 01 SITE "O" PARKING	AQUA 720 N. HALE LANE, SUITE 100, CHICAGO, IL 60610 DEVELOPED BY: MAGELLAN DEVELOPMENT GROUP	LOEWENBERG ARCHITECTS 100 N. LAUREL STREET, SUITE 200, CHICAGO, IL 60610 TEL: 312.467.1000 FAX: 312.467.1001 WWW.LAARCHITECTS.COM	STUDIO/ GANG ARCHITECTS 100 N. LAUREL STREET, SUITE 200, CHICAGO, IL 60610 TEL: 312.467.1000 FAX: 312.467.1001 WWW.STUDIOGANG.COM	DATE: 10/26/06 DRAWN BY: [] CHECKED BY: [] APPROVED BY: [] SCALE: []
	PROJECT NO.: [] SHEET NO.: [] OF [] TITLE: []			