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This document was prepared by,
and after recording, return to:

Michael S. Kurtzon, Esq.
Schwartz Cooper Chartered
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601



Doc#: 0727533139 Fee: \$84.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/02/2007 01:21 PM Pg: 1 of 31

Permanent Tax Index Numbers:

See Exhibit A attached hereto

Property Address:

Northeast corner of Roosevelt Road and Wells Street
Chicago, Illinois 60605

rs use only.

ASSIGNMENT OF RENTS AND LEASES

This **ASSIGNMENT OF RENTS AND LEASES** dated as of September 28, 2007 (the "Assignment"), is executed by **ROOSEVELT COLLECTION RESIDENTIAL I OWNER, L.L.C.**, a Delaware limited liability company ("Residential I"), **ROOSEVELT COLLECTION RESIDENTIAL II OWNER, L.L.C.**, a Delaware limited liability company ("Residential II"), **ROOSEVELT COLLECTION PARK OWNER, L.L.C.**, a Delaware limited liability company ("Roosevelt Park") and **ROOSEVELT COLLECTION RETAIL OWNER, L.L.C.**, a Delaware limited liability company ("Roosevelt Retail") and, together with Residential I, Residential II and Roosevelt Park, the "Assignor", whose address is c/o Angelo, Gordon & Co., L.P., 245 Park Avenue, 26th Floor, New York, New York 10167, to and for the benefit of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns, whose address is 135 South LaSalle Street, Chicago, Illinois, as agent for itself and other Banks (as defined in the Loan Agreement referenced below) (the "Assignee").

RECITALS:

A. Assignor has entered into that certain Construction Loan Agreement among Assignor, as borrower, Assignee, as a lender and as agent for the "Banks" (as defined therein) and the Banks, dated as of even date herewith (the "Loan Agreement") pursuant to which the Banks have agreed to make a loan to Assignor in an amount not to exceed \$266,000,000.00 (the "Loan"), the Loan being evidenced by the Promissory Notes listed on **Schedule 1** attached hereto and forming a part hereof (as the same may be amended, modified, replaced or restated from time to time, collectively, the "Notes").

B. A condition precedent to the Banks' making of the Loan to the Assignor is the execution and delivery by the Assignor of this Assignment.

Box 400-CTCC

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

AGREEMENTS:

1. Definitions. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Construction Mortgage, Security Agreement, Assignment of Rents and Leases And Fixture Filing dated as of even date herewith, executed by the Assignor to and for the benefit of the Banks (the "Mortgage").

2. Grant of Security Interest. The Assignor hereby grants, transfers, sets over and assigns to the Assignee, for the benefit of the Banks, all of the right, title and interest of the Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit "A" attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (each, a "Lease", and collectively, the "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to the Assignee given to secure:

(a) the payment by the Assignor when due of (i) the indebtedness evidenced by the Notes and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to the Assignee or Banks by the Assignor under or with respect to the Loan Documents (as defined in the Loan Agreement); and (iii) all costs and expenses paid or incurred by the Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) the observance and performance by the Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Assignor or any other obligor to or benefiting the Assignee and the Banks which are evidenced or secured by or otherwise provided in the Notes, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. Representations and Warranties of the Assignor. The Assignor represents and warrants to the Assignee that:

(a) this Assignment, as executed by the Assignor, constitutes the legal and binding obligation of the Assignor enforceable in accordance with its terms and provisions;

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(b) the Assignor is (or will be) the lessor under all Leases;

(c) there is no other existing assignment of the Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has the Assignor entered into any agreement to subordinate any of the Leases or the Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) the Assignor has not executed any instrument or performed any act which may prevent the Assignee from operating under any of the terms and provisions hereof or which would limit the Assignee in such operation; and

(e) there are no defaults by the landlord and, to the Assignee's knowledge, there are no material defaults by tenants under any Leases.

4. Covenants of the Assignor. The Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) Assignor shall not lease any portion of the Premises unless Assignor obtains Assignee's prior written consent to all aspects of such Lease (such consent not to be unreasonably withheld or delayed). Notwithstanding the foregoing, Assignee's consent shall not be required for any "Permitted Lease" (as herein below defined) that is not a Major Lease (as hereinafter defined), provided such Lease is with a reasonably creditworthy tenant and at a rental rate of Assignor's then current pro forma rental rates approved by Assignee either on a standard form approved by Assignee or on a form used by Assignor or its affiliates for the tenant under such Lease at projects developed by Assignor or its affiliates that are similar to the project, and such Lease is otherwise on commercially reasonable terms;

(b) the Assignor shall observe and perform, in all material respects, all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Assignor shall not do or suffer to be done anything to impair the security thereof. The Assignor shall not, with respect to any Major Lease, do any of the following without the written consent of Assignee, which consent shall not be unreasonably withheld or delayed: (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals (other than as expressly set forth in a Major Lease), (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) the Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits without the consent of Assignee, which consent shall not be unreasonably withheld or delayed;

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(d) the Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) the Assignor shall not modify the terms and provisions of any Major Lease, nor shall the Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Major Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Major Lease, without the Assignee's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, however, that the Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

(f) the Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to the Assignor and the Assignee;

(g) the Assignor shall not alter, modify or change the terms of any guaranty of any Major Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law, without the consent of Assignee which consent shall not be unreasonably withheld or delayed;

(h) the Assignor shall not waive or excuse the obligation to pay rent under any Lease except as may be permitted by such Lease without the consent of Assignee;

(i) the Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of the Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Assignee may appear;

(j) the Assignor shall give prompt notice to the Assignee of any notice of any default by the lessor under any Major Lease received from any tenant or guarantor thereunder;

(k) the Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Major Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify the Assignee of any material breach by the tenant or guarantor under any such Major Lease;

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(l) the Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(m) the Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to the Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by the Assignee as security for tenant's performance under such Lease;

(n) If any tenant under any Major Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any such Major Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of the Assignee, which consent shall not be unreasonably withheld or delayed, and any check in payment of damages for termination or rejection of any such Major Lease will be made payable both to the Assignor and the Assignee. The Assignor hereby assigns any such payment to the Assignee and further covenants and agrees that upon the request of the Assignee, it will duly endorse to the order of the Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Section 8 below; and

(o) Not later than thirty (30) days after the end of each calendar quarter, the Assignor shall deliver to the Assignee a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to the Assignee.

As used herein, the term "Major Lease" shall mean any lease with a reasonably creditworthy tenant and at a rental rate at Roosevelt Retail's then current pro forma rental rates reasonably approved by Assignee either on a standard form approved by Assignee with commercially reasonable changes and otherwise on commercially reasonable terms that is not a "Permitted Lease". A "Permitted Lease" shall mean one or more commercial Leases for space in the Premises with a single tenant or affiliated tenants under common ownership and control for (i) space equal to or less than 5,000 square feet in the aggregate, (ii) a rental rate conforming to the rental rates in the proforma financial projections previously submitted to Agent, unless otherwise reasonably approved by Agent and (iii) having a term of not less than five (5) years.

5. Rights Prior to Default. Unless or until an Event of Default (as defined in Section 6) shall occur, the Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, the Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to the Assignor. The Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

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6. Events of Default. An “Event of Default” shall occur under this Assignment upon the occurrence of (a) a breach by the Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage, or (b) any other Event of Default described in the Notes, the Mortgage or any of the other Loan Documents.

7. Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, the Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on the Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing the Assignor or any guarantor of the Notes from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

(a) Declare the unpaid balance of the principal sum of the Notes, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as the Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which the Assignee deems necessary or proper;

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to the Assignee, without proof of default hereunder, upon receipt from the Assignee of written notice to thereafter pay all such rents and other amounts to the Assignee and to comply with any notice or demand by the Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and the Assignor shall facilitate in all reasonable ways the Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to the Assignee; and

(d) Make any payment or do any act required herein of the Assignor in such manner and to such extent as the Assignee may deem necessary, and any amount so paid by the Assignee shall become immediately due and payable by the Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. Application of Proceeds. All sums collected and received by the Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more

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Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as the Assignee shall elect in its sole and absolute discretion.

9. Limitation of the Assignee's Liability. The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the Premises or from any other act or omission of the Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. The Assignee shall not be obligated to observe, perform or discharge, nor does the Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of the Assignor under or by reason of this Assignment. The Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to the Assignee) and hold the Assignee and Banks harmless from and against any and all liability, loss or damage which the Assignee or Banks may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Assignee and Banks by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall the Assignor be liable for any liability, loss or damage which the Assignor incurs as a result of the Assignee's, Banks' or their respective agents' or employees' gross negligence or willful misconduct. Should the Assignee or Banks incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon the Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make the Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by the Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting the Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by the Assignee pursuant to the provisions hereof or of the Mortgage.

10. No Waiver. Nothing contained in this Assignment and no act done or omitted to be done by the Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of the Assignee under the terms and provisions of such instruments, and the Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

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11. Further Assurances. The Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Assignee may designate) and shall do or cause to be done such further acts, as the Assignee may request, in order to permit the Assignee to perfect, protect, preserve and maintain the assignment made to the Assignee by this Assignment.

12. Security Deposits. The Assignor acknowledges that the Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Assignee assumes no responsibility or liability for any security so deposited.

13. Severability. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Assignee and the Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. Successors and Assigns. This Assignment is binding upon the Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of the Assignee under this Assignment shall inure to the benefit of the Assignee and its successors and assigns.

15. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of the Assignor and the Assignee at the time of such amendment, modification or supplement.

16. Duration. This Assignment shall become null and void at such time as the Assignor shall have paid the principal sum of the Notes, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

17. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

18. Notices. All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of the Assignor and the Assignee, as the case may be, as specified in the Mortgage.

19. WAIVER OF TRIAL BY JURY. THE ASSIGNOR AND THE ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS

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ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE ASSIGNEE, THE BANKS OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

20. Exculpation. Notwithstanding anything to the contrary contained in this Assignment or any other Loan Document, other than the Guarantor to the extent provided in the Guaranty and Environmental Indemnity (as such terms are defined in the Loan Agreement), no direct or indirect, partner, manager, member, shareholder, principal, affiliate, or representative of Assignor, including, without limitation, the direct or indirect manager of Assignor, shall have any personal liability for the payment of any sum of money payable or for the performance or discharge of any covenants, obligations or undertaking of the Assignor under the Notes or any other Loan Document.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREOF, each Assignor has executed and delivered this Assignment of Rents and Leases as of the day and year first above written.

ROOSEVELT COLLECTION RESIDENTIAL I OWNER, L.L.C., a Delaware limited liability company

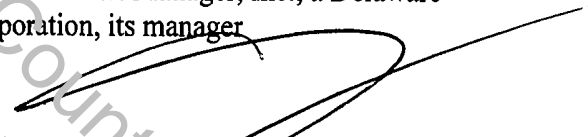
ROOSEVELT COLLECTION RESIDENTIAL II OWNER, L.L.C., a Delaware limited liability company

ROOSEVELT COLLECTION PARK OWNER, L.L.C., a Delaware limited liability company

ROOSEVELT COLLECTION RETAIL OWNER, L.L.C., a Delaware limited liability company

By: AGCC Roosevelt Collection Parent, L.L.C., a Delaware limited liability company, the sole member of each of the above entities

By: AG Roosevelt Manager, Inc., a Delaware corporation, its manager

By: 
Name: Michael Chang
Title: Vice President

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STATE OF NEW YORK)
) SS.
COUNTY OF New York)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Chang, the Vice President of AG Roosevelt Manager, Inc., a Delaware corporation ("AG"), the manager of AGCC Roosevelt Collection Parent, L.L.C., a Delaware limited liability company ("AGCC"), the sole member of **ROOSEVELT COLLECTION RESIDENTIAL I OWNER, L.L.C.**, **ROOSEVELT COLLECTION RESIDENTIAL II OWNER, L.L.C.**, **ROOSEVELT COLLECTION PARK OWNER, L.L.C.** and **ROOSEVELT COLLECTION RETAIL OWNER, L.L.C.**, each a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, 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 AG, in its capacity as the manager of AGCC, in its capacity as the sole member of such companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17 day of September, 2007.

[Signature]
Notary Public

My Commission Expires: 10/23/2010

KATHERINE ADAMS
Notary Public, State of New York
No. 01AD6154272
Qualified in Kings County
Commission Expires Oct. 23, 2010

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SCHEDULE 1

LIST OF PROMISSORY NOTES

BANK	NOTE AMOUNT
LaSalle Bank National Association	\$66,000,000.00
The Union Labor Life Insurance Company, a Maryland Corporation, on behalf of Separate Account J	\$50,000,000.00
Associated Bank, National Association	\$40,000,000.00
Landesbank Hessen-Thüringen Girozentrale	\$40,000,000.00
Fifth Third Bank (Chicago)	\$40,000,000.00
National City Bank	\$30,000,000.00

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

LEGAL DESCRIPTION:

PARCEL 1 (RESIDENTIAL I LOFT)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BELOW AN ELEVATION OF 21.0 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 272.25 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 1.60 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 50.42 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 14.75 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 0.17 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 105.42 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 5.67 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 14.00 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 130.68 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 43.98 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 3.58 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 2.00 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 5.75 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 13.23 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 8.80 FEET; THENCE NORTH 83 DEGREES, 03 MINUTES 14 SECONDS EAST, 163.56 FEET; THENCE SOUTH 06 DEGREES, 54 MINUTES, 22 SECONDS EAST, 17.05 FEET; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 27.44 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 236.50 FEET, THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST 13.67 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 2.93 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 12 SECONDS WEST, 7.17 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 26.07 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 15.33 FEET; THENCE SOUTH 83 DEGREES, 07 MINUTES, 38 SECONDS WEST, 27.58 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 91.12 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 143.88 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 132.93 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 2.83 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 10.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 97.75 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 13.91 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 69.67 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 23.67 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 10.46 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 4.21 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 30.37 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 84.38 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 30.08 FEET; TO THE POINT OF BEGINNING.

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EXCLUDING FROM PARCEL 1 THE FOLLOWING: (RETAIL OWNER ELEVATORS 3 AND 4)

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 246.42 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 36 SECONDS EAST, 334.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 6.92 FEET, THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 17.33 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 6.92 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 17.33 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (RESIDENTIAL I OWNER ELEVATORS 7 and 8 AND LOBBY AT LEVEL P3)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BELOW AN ELEVATION OF 21.0 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 232.12 FEET; THENCE NORTH 90 DEGREES 00 MINUTES, 00 SECONDS EAST, 31.58 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 33.08 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 19.33 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 33.08 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 19.33 FEET; TO THE POINT OF BEGINNING.

PARCEL 3 (RESIDENTIAL I OWNER ELEVATORS 7 AND 8 AT LEVEL P2)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 21.0 FEET AND BELOW AN ELEVATION OF 30.0 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 232.09 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 36 SECONDS EAST, 44.99 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 19.67 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 19.33 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 19.67 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 19.33 FEET; TO THE POINT OF BEGINNING.

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PARCEL 4 (RESIDENTIAL I OWNER ELEVATORS 1 AND 2 AND OPEN AREA AT LEVEL P2)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 21.0 FEET AND BELOW AN ELEVATION OF 30.0 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 226.47 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 36 SECONDS EAST, 336.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 8.50 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 20.08 FEET; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 16.33 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 20.08 FEET; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 38.25 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 17.37 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 13.67 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 2.93 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 7.17 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 26.07 FEET; THENCE SOUTH 83 DEGREES, 06 MINUTES, 01 SECONDS WEST, 42.28 FEET; THENCE NORTH 06 DEGREES, 55 MINUTES, 25 SECONDS WEST, 88.24 FEET TO THE POINT OF BEGINNING.

PARCEL 5 (RESIDENTIAL I OWNER ELEVATORS 7 AND 8 AT LEVEL P1)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 30.0 FEET AND BELOW AN ELEVATION OF 43.75 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 232.09 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 36 SECONDS EAST, 44.99 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 19.67 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 19.33 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 19.67 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 19.33 FEET; TO THE POINT OF BEGINNING.

PARCEL 6 (RESIDENTIAL I OWNER ELEVATORS 1 AND 2 AT LEVEL P1)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 30.0 FEET AND BELOW AN ELEVATION OF 43.75 FEET, CITY OF CHICAGO DATUM,

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BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 247.43 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 36 SECONDS EAST, 342.72 FEET TO THE POINT OF BEGINNING, THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 16.33 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 17.83 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 16.33 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 17.83 FEET TO THE POINT OF BEGINNING.

PARCEL 7 (RESIDENTIAL I ELEVATORS 7 AND 8 AND LOBBY AT RETAIL 1 LEVEL)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 43.75 FEET AND BELOW AN ELEVATION OF 60.75 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 250.42 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 9.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 62.65 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 11.08 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 23.87 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 2.76 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 0.12 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 10.50 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 13.82 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 7.71 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 18.13 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 21.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 46.25 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 24.33 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 8.44 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 13.30 FEET TO THE POINT OF BEGINNING.

PARCEL 8 (RESIDENTIAL I ELEVATORS 1 AND 2 AND LOBBY AT RETAIL 1 LEVEL)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 43.75 FEET AND BELOW AN ELEVATION OF 60.75 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 264.36 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 36 SECONDS EAST, 322.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 45.21 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST,

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9.54 FEET; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 25.77 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 27.54 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 52.85 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 19.33 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 18.54 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 6.17 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 15.13 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 11.10 FEET; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 15.52 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 12.82 FEET, TO THE POINT OF BEGINNING.

PARCEL 9 (RESIDENTIAL I ELEVATORS 7 AND 8 ON RETAIL LEVEL 2)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 60.75 FEET AND BELOW AN ELEVATION OF 77.75 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 235.67 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 18.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 26.25 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 3.54 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 19.33 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 46.25 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 22.87 FEET TO THE POINT OF BEGINNING.

PARCEL 10 (RESIDENTIAL I ELEVATORS 1 AND 2 ON RETAIL LEVEL 2)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 60.75 FEET AND BELOW AN ELEVATION OF 77.75 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 259.50 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 36 SECONDS EAST, 341.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 46.98 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 25.69 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 3.00 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 4.29 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 43.99 FEET; THENCE NORTH 06 DEGREES, 55 MINUTES, 39 SECONDS WEST, 29.98 FEET; TO THE POINT OF BEGINNING.

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PARCEL 11 (RESIDENTIAL I)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 77.75 FEET, CITY OF CHICAGO DATUM, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 450.67 FEET TO THE POINT OF BEGINNING OF THE AFORESAID LINE; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 192.84 FEET; THENCE NORTH 83 DEGREES, 03 MINUTES, 13 SECONDS EAST, 197.57 FEET TO THE EAST LINE OF SAID TRACT AND THE TERMINUS OF SAID LINE, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 1 FOR RESIDENTIAL I AREA:

NONEXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1 THROUGH 11 DESCRIBED ABOVE, AS CREATED BY THE GRANTS OF EASEMENT MADE BY ROOSEVELT COLLECTION RETAIL OWNER, L.L.C. TO ROOSEVELT COLLECTION RESIDENTIAL I OWNER, L.L.C. IN ARTICLE 3 OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AND OPERATING AGREEMENT RECORDED 10-02-07 AS DOCUMENT 0727533139 FOR THE PURPOSE OF INGRESS AND EGRESS AND USE, OPERATION AND MAINTENANCE OF FACILITIES INCLUDING INGRESS AND EGRESS FOR PERSONS AND USE IN AND THROUGH THE 'AB' COMMON STAIRWELLS AND THE RETAIL CORRIDORS AS DEFINED IN SAID DECLARATION; INGRESS AND EGRESS FOR PERSONS AND VEHICLES ACROSS THE P3 LEVEL SERVICE DRIVE, THE WEST LOADING DOCK SERVICE CORRIDOR AND THE OWNER A PROPERTY ADJOINING THE P3 LEVEL SERVICE DRIVE FOR INGRESS AND EGRESS TO THE OWNER B LOADING DOCKS, OWNER B TRASH COMPACTOR, OWNER B TRASH CONTAINERS, OWNER B BICYCLE STORAGE AREA, OWNER B ELEVATORS, OWNER B ELEVATOR SHAFTS, AND OWNER B ELEVATOR LOBBY WEST; EXCLUSIVE EASEMENT FOR PERSONS AND VEHICLES FOR USE AND MAINTENANCE OF THE OWNER B LOADING DOCKS AND OWNER B TRASH CONTAINERS, ALL AS DEFINED IN SAID DECLARATION; STRUCTURAL SUPPORT; USE OF FACILITIES; AN EXCLUSIVE EASEMENT FOR ACCESS TO, MAINTENANCE AND USE OF EASEMENTS; SUPPORT, ENCLOSURE, USE AND MAINTENANCE OF COMMON WALLS, CEILINGS AND FLOORS; UTILITIES; ENCROACHMENTS; EXTERIOR MAINTENANCE, FOR THE EXISTENCE, ATTACHMENT AND MAINTENANCE OF OWNED FACILITIES; FOR USE AND OPERATION AND ACCESS THERETO OF SHARED FACILITIES; AND TEMPORARY CONSTRUCTION EASEMENT OVER THE FOLLOWING DESCRIBED LAND:

THE OWNER A PARCEL DESCRIBED ON EXHIBIT A OF SAID DECLARATION.

EASEMENT PARCEL 2 FOR RESIDENTIAL I AREA:

NONEXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1 THROUGH 11 DESCRIBED ABOVE, AS CREATED BY THE GRANTS OF EASEMENT MADE BY ROOSEVELT COLLECTION RESIDENTIAL II OWNER, L.L.C. TO ROOSEVELT COLLECTION RESIDENTIAL I

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OWNER, L.L.C. IN ARTICLE 3 OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AND OPERATING AGREEMENT RECORDED 10-02-07 AS DOCUMENT 0727533139 FOR THE PURPOSE OF INGRESS AND EGRESS AND USE, OPERATION AND MAINTENANCE OF FACILITIES; STRUCTURAL SUPPORT; USE OF FACILITIES; AN EXCLUSIVE EASEMENT FOR ACCESS TO, MAINTENANCE AND USE OF EASEMENTS; SUPPORT, ENCLOSURE, USE AND MAINTENANCE OF COMMON WALLS, CEILINGS AND FLOORS; UTILITIES; ENCROACHMENTS; FOR THE EXISTENCE, ATTACHMENT AND MAINTENANCE OF OWNED FACILITIES; FOR USE AND OPERATION AND ACCESS THERETO OF SHARED FACILITIES; AND TEMPORARY CONSTRUCTION EASEMENT OVER THE FOLLOWING DESCRIBED LAND:

THE OWNER C PARCEL DESCRIBED ON EXHIBIT C OF SAID DECLARATION.

PARCEL 1 (RETAIL LOT 1)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF BLOCK 105 (BEING THE SOUTH LINE OF VACATED TAYLOR STREET) AND THE EAST LINE OF RELOCATED WELLS STREET (PER DOCUMENT NUMBER 0021366616), THENCE SOUTH 89 DEGREES, 54 MINUTES, 22 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK 105, A DISTANCE OF 345.74 FEET TO THE WESTERLY RIGHT OF WAY OF THE METRA RIGHT OF WAY; THENCE SOUTH 02 DEGREES, 23 MINUTES, 47 SECONDS EAST, ALONG SAID RIGHT OF WAY, 12.90 FEET TO A BEND; THENCE SOUTH 06 DEGREES, 53 MINUTES, 04 SECONDS EAST, ALONG SAID RIGHT OF WAY, 837.02 FEET TO THE NORTH LINE OF ROOSEVELT ROAD; THENCE NORTH 89 DEGREES, 55 MINUTES, 50 SECONDS WEST, ALONG SAID NORTH LINE, 446.02 FEET TO THE EAST LINE OF WELLS STREET AS WIDENED, THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 843.91 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING PARCELS:

EXCEPTION PARCEL 1 (PARCEL 1 OF RESIDENTIAL II OWNER)

THAT PART OF BLOCKS 105 AND 106 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BELOW AN ELEVATION OF 30.0 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF BLOCK 105 IN THE SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING THE SOUTH LINE OF VACATED TAYLOR STREET, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE SOUTH 89 DEGREES, 54 MINUTES, 22 SECONDS EAST, ALONG SAID NORTH LINE OF BLOCK 105, A DISTANCE OF 150.75 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00

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SECONDS WEST, 12.74 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 0.08 FEET; THENCE SOUTH 03 DEGREES, 28 MINUTES, 23 SECONDS EAST, 76.18 FEET; THENCE SOUTH 86 DEGREES, 30 MINUTES, 25 SECONDS WEST, 28.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 2.00 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 0.50 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 125.44 FEET TO THE EAST LINE OF WELLS STREET; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 91.24 FEET; TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 2 (PARCEL 2 OF RESIDENTIAL II OWNER)

THAT PART OF BLOCKS 105 AND 106 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 30.00 FEET AND BELOW AN ELEVATION OF 43.75 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF BLOCK 105 IN THE SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING THE SOUTH LINE OF VACATED TAYLOR STREET, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE SOUTH 89 DEGREES, 54 MINUTES, 22 SECONDS EAST, ALONG SAID NORTH LINE OF BLOCK 105, A DISTANCE OF 150.75 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 12.74 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 10.42 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 12.73 FEET; THENCE SOUTH 09 DEGREES, 54 MINUTES, 22 SECONDS EAST, 165.47 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 3.44 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 158.53 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 175.05 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 9.64 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 8.42 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 20.33 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 10.17 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 58.25 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 2.25 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 149.87 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST 10.88 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 121.85 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 4.50 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 15.33 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST 192.28 FEET TO THE EAST LINE OF WELLS STREET; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 556.91 FEET TO THE POINT OF BEGINNING.

EXCLUDING FROM EXCEPTION PARCEL 2 THE FOLLOWING;

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 704.17 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 9.90 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 23.08 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 13.17 FEET, THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 23.08 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 13.17 FEET TO THE POINT OF BEGINNING.

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ALSO EXCLUDING THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 731.41 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 36 SECONDS EAST, 254.05 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS, EAST, 20.08 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST; 15.50 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 20.08 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 15.50 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 3 (PARCEL 3 OF RESIDENTIAL II OWNER)

THAT PART OF BLOCKS 105 AND 106 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 60.75 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF BLOCK 105 IN THE SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING THE SOUTH LINE OF VACATED TAYLOR STREET, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE SOUTH 89 DEGREES, 54 MINUTES, 22 SECONDS EAST, ALONG SAID NORTH LINE OF BLOCK 105, A DISTANCE OF 125.50 FEET, THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 91.03 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 125.44 FEET TO THE EAST LINE OF WELLS STREET; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 91.24 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 4 (PARCEL 1 OF RESIDENTIAL I OWNER)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BELOW AN ELEVATION OF 21.0 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 272.25 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 1.60 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 50.42 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 14.75 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 0.17 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 105.42 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 5.67 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 14.00 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 130.68 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 43.98 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 3.58 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 2.00 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 5.75 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 13.23 FEET;

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THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 8.80 FEET; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 163.56 FEET; THENCE SOUTH 06 DEGREES, 54 MINUTES, 22 SECONDS EAST, 17.05 FEET; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 27.44 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 236.50 FEET, THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST 13.67 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 2.93 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 12 SECONDS WEST, 7.17 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 26.07 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 15.33 FEET; THENCE SOUTH 83 DEGREES, 07 MINUTES, 38 SECONDS WEST, 27.58 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 91.12 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 143.88 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 132.93 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 2.83 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 10.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 97.79 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 13.91 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 69.67 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 23.67 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 10.46 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 4.21 FEET; THENCE NORTH, 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 36.37 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 84.38 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 30.08 FEET; TO THE POINT OF BEGINNING.

EXCLUDING FROM EXCEPTION PARCEL 4 THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 246.42 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 36 SECONDS EAST, 334.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 6.92 FEET, THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 17.33 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 6.92 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 17.33 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 5 (PARCEL 2 OF RESIDENTIAL I OWNER)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BELOW AN ELEVATION OF 21.0 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 232.12 FEET; THENCE NORTH 90 DEGREES 00 MINUTES, 00 SECONDS EAST, 31.58 FEET; TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 33.08 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 19.33 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 33.08 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 19.33 FEET; TO THE POINT OF BEGINNING.

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EXCEPTION PARCEL 6 (PARCEL 3 OF RESIDENTIAL I OWNER)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 21.0 FEET AND BELOW AN ELEVATION OF 30.0 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 232.09 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 36 SECONDS EAST, 44.99 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 19.67 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 19.33 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 19.67 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 19.33 FEET; TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 7 (PARCEL 4 OF RESIDENTIAL I OWNER)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 21.0 FEET AND BELOW AN ELEVATION OF 30.0 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 226.47 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 36 SECONDS EAST, 336.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 8.50 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 20.08 FEET; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 16.33 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 20.08 FEET; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 38.25 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 117.37 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 13.67 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 2.93 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 11.17 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 26.07 FEET; THENCE SOUTH 83 DEGREES, 06 MINUTES, 01 SECONDS WEST, 42.28 FEET; THENCE NORTH 06 DEGREES, 55 MINUTES, 25 SECONDS WEST, 88.34 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 8 (PARCEL 5 OF RESIDENTIAL I OWNER)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 30.0 FEET AND BELOW AN ELEVATION OF 43.75 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER

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DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 232.09 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 36 SECONDS EAST, 44.99 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 19.67 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 19.33 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 19.67 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 19.33 FEET; TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 9 (PARCEL 6 OF RESIDENTIAL I OWNER)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 30.0 FEET AND BELOW AN ELEVATION OF 43.75 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 247.43 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 36 SECONDS EAST, 342.72 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 16.33 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 17.83 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 16.33 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 17.83 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 10 (PARCEL 7 OF RESIDENTIAL I OWNER)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 43.75 FEET AND BELOW AN ELEVATION OF 60.75 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 250.42 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 9.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 62.65 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 11.08 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 23.87 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 2.76 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 0.12 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 10.50 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 13.82 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 7.71 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 18.13 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 21.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 46.25 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 24.33 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 8.44 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 13.30 FEET TO THE POINT OF BEGINNING.

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EXCEPTION PARCEL 11 (PARCEL 8 OF RESIDENTIAL I OWNER)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 43.75 FEET AND BELOW AN ELEVATION OF 60.75 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 264.36 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 36 SECONDS EAST, 322.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 45.21 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 9.54 FEET; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 25.77 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 27.54 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 52.85 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 19.33 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 18.54 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 6.17 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 15.13 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 11.10 FEET; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 15.52 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 12.82 FEET, TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 12 (PARCEL 9 OF RESIDENTIAL I OWNER)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 60.75 FEET AND BELOW AN ELEVATION OF 77.75 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 235.67 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 18.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 26.25 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 3.54 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 19.33 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 46.25 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 22.87 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 13 (PARCEL 10 OF RESIDENTIAL I OWNER)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 60.75 FEET AND BELOW AN ELEVATION OF 77.75 FEET, CITY OF CHICAGO DATUM,

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BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 259.50 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 36 SECONDS EAST, 341.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS EAST, 46.98 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 25.69 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 3.00 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS, EAST, 4.29 FEET; THENCE SOUTH 83 FEET, 03 MINUTES, 14 SECONDS WEST, 43.99 FEET; THENCE NORTH 06 DEGREES, 55 MINUTES, 39 SECONDS WEST, 29.98 FEET; TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 14 (PARCEL 11 OF RESIDENTIAL I OWNER)

THAT PART OF BLOCKS 105, 106, 107 AND 108 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOT'S 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 77.75 FEET, CITY OF CHICAGO DATUM, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 450.67 FEET TO THE POINT OF BEGINNING OF THE AFORESAID LINE; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 192.84 FEET; THENCE NORTH 83 DEGREES, 03 MINUTES, 13 SECONDS EAST, 197.57 FEET TO THE EAST LINE OF SAID TRACT AND THE TERMINUS OF SAID LINE, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 1 FOR RETAIL AREA:

NONEXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF THE RETAIL PARCEL DESCRIBED ABOVE, AS CREATED BY THE GRANTS OF EASEMENT MADE BY ROOSEVELT COLLECTION RESIDENTIAL I OWNER, L.L.C. TO ROOSEVELT COLLECTION RETAIL OWNER, L.L.C. IN ARTICLE 2 OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AND OPERATING AGREEMENT RECORDED 10-02-07 AS DOCUMENT 0727533137 FOR THE PURPOSE OF INGRESS AND EGRESS AND USE, OPERATION AND MAINTENANCE OF FACILITIES INCLUDING INGRESS AND EGRESS FOR PERSONS AND USE IN AND THROUGH THE 'AB' COMMON STAIRWELLS AS DEFINED IN SAID DECLARATION; INGRESS AND EGRESS FOR PERSONS FOR USE AND MAINTENANCE OF: OWNER A ELEVATORS 3 AND 4; OWNER A ELEVATORS 3 AND 4 SHAFTS; OWNER A ELEVATOR 6 MACHINE ROOM; OWNER A MACHINE ROOM AND OWNER A RESTAURANT MECHANICAL CLOSETS ALL AS DEFINED IN SAID DECLARATION; INGRESS AND EGRESS FOR PERSONS THROUGH THE OWNER B ELEVATORS AND THE LEVEL 9 ROOF FOR ACCESS TO, AND AN EXCLUSIVE EASEMENT FOR THE USE AND MAINTENANCE OF THE SHARED COOLING TOWER ALL AS DEFINED IN SAID DECLARATION; STRUCTURAL SUPPORT; USE OF FACILITIES; AN EXCLUSIVE EASEMENT FOR ACCESS TO, MAINTENANCE AND USE OF EASEMENTS; SUPPORT, ENCLOSURE, USE AND MAINTENANCE OF COMMON WALLS, CEILINGS AND FLOORS; UTILITIES; ENCROACHMENTS; EXTERIOR MAINTENANCE; FOR THE EXISTENCE, ATTACHMENT AND MAINTENANCE OF OWNED FACILITIES; FOR USE AND OPERATION

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AND ACCESS THERETO OF SHARED FACILITIES; AND TEMPORARY CONSTRUCTION EASEMENT OVER THE FOLLOWING DESCRIBED LAND:

THE OWNER B PARCEL DESCRIBED ON EXHIBIT B OF SAID DECLARATION.

EASEMENT PARCEL 2 FOR RETAIL AREA:

NONEXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF THE RETAIL PARCEL DESCRIBED ABOVE, AS CREATED BY THE GRANTS OF EASEMENT MADE BY ROOSEVELT COLLECTION RESIDENTIAL II OWNER, L.L.C. TO ROOSEVELT COLLECTION RETAIL OWNER, L.L.C. IN ARTICLE 2 OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AND OPERATING AGREEMENT RECORDED 10-02-07 AS DOCUMENT 0727533137 FOR THE PURPOSE OF INGRESS AND EGRESS AND USE, OPERATION AND MAINTENANCE OF FACILITIES INCLUDING INGRESS AND EGRESS FOR PERSONS AND USE IN AND THROUGH THE 'AC' COMMON STAIRWELLS AS DEFINED IN SAID DECLARATION; INGRESS AND EGRESS FOR PERSONS FOR THE USE AND MAINTENANCE OF THE OWNER A ELEVATOR 5, OWNER A ELEVATOR 5 SHAFT AND OWNER A ELEVATOR 5 MACHINE ROOM; OWNER A ELEVATOR 11, OWNER A ELEVATOR 11 SHAFT AND OWNER A ELEVATOR 11 MACHINE ROOM; OWNER A ELEVATOR 13 AND 14, OWNER A ELEVATOR 13 AND 14 SHAFT AND OWNER A ELEVATOR 13 AND 14 LOBBY; OWNER A ELEVATOR 17, OWNER A ELEVATOR 17 SHAFT AND OWNER A ELEVATOR 17 MACHINE ROOM ALL AS DEFINED IN SAID DECLARATION; INGRESS AND EGRESS FOR PERSONS FOR ACCESS TO AND AN EXCLUSIVE EASEMENT FOR USE AND MAINTENANCE OF THE OWNER A ELEVATOR 18, OWNER A ELEVATOR 18 SHAFT AND OWNER A ELEVATOR 18 MACHINE ROOM, ALL AS DEFINED IN SAID DECLARATION; TEMPORARY INGRESS AND EGRESS FOR PERSONS AND VEHICLES, AND THE TEMPORARY PARKING OF VEHICLES STRUCTURAL SUPPORT; USE OF FACILITIES; AN EXCLUSIVE EASEMENT FOR ACCESS TO, MAINTENANCE AND USE OF EASEMENTS; SUPPORT, ENCLOSURE, USE AND MAINTENANCE OF COMMON WALLS, CEILINGS AND FLOORS; UTILITIES; ENCROACHMENTS; EXTERIOR MAINTENANCE; FOR THE EXISTENCE, ATTACHMENT AND MAINTENANCE OF OWNED FACILITIES; FOR USE AND OPERATION AND ACCESS THERETO OF SHARED FACILITIES; AND TEMPORARY CONSTRUCTION EASEMENT OVER THE FOLLOWING DESCRIBED LAND:

THE OWNER C PARCEL DESCRIBED ON EXHIBIT C OF SAID DECLARATION.

PARCEL 1: (RESIDENTIAL II PROPERTY IN P2 AND P3 LEVELS)

THAT PART OF BLOCKS 105 AND 106 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BELOW AN ELEVATION OF 30.0 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF BLOCK 105 IN THE SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE

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THIRD PRINCIPAL MERIDIAN, BEING THE SOUTH LINE OF VACATED TAYLOR STREET, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE SOUTH 89 DEGREES, 54 MINUTES, 22 SECONDS EAST, ALONG SAID NORTH LINE OF BLOCK 105, A DISTANCE OF 150.75 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 12.74 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 0.08 FEET; THENCE SOUTH 03 DEGREES, 28 MINUTES, 23 SECONDS EAST, 76.18 FEET; THENCE SOUTH 86 DEGREES, 30 MINUTES, 25 SECONDS WEST, 28.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 2.00 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 0.50 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 125.44 FEET TO THE EAST LINE OF WELLS STREET; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 91.24 FEET; TO THE POINT OF BEGINNING.

PARCEL 2 (RESIDENTIAL II PARKING ON P1 LEVEL)

THAT PART OF BLOCKS 105 AND 106 IN THE SCHOOL SECTION ADDITION TO CHICAGO, AND LOTS 9 TO 15 IN STOWELL'S SUBDIVISION OF BLOCKS 106 AND 107 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE AN ELEVATION OF 30.00 FEET AND BELOW AN ELEVATION OF 43.75 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF BLOCK 105 IN THE SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING THE SOUTH LINE OF VACATED TAYLOR STREET, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE SOUTH 89 DEGREES, 54 MINUTES, 22 SECONDS EAST, ALONG SAID NORTH LINE OF BLOCK 105, A DISTANCE OF 150.75 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 12.74 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 10.42 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 12.73 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 22 SECONDS EAST, 165.47 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 3.44 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 158.52 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 175.05 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 9.64 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 8.42 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 20.33 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 10.17 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 58.25 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 2.25 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 149.87 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST 10.88 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST, 121.85 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 4.50 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 15.33 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST 192.28 FEET TO THE EAST LINE OF WELLS STREET; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 556.91 FEET TO THE POINT OF BEGINNING.

EXCLUDING FROM SAID PARCEL 2 THE FOLLOWING; (RETAIL ELEVATOR 11; RETAIL ELEVATOR 5 AND MACHINE ROOM)

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH

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00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 704.17 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 9.90 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 23.08 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 13.17 FEET, THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 23.08 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 13.17 FEET TO THE POINT OF BEGINNING.

ALSO EXCLUDING THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ROOSEVELT ROAD, AND THE EAST LINE OF WELLS STREET, PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, 731.41 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 36 SECONDS EAST, 254.05 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES, 03 MINUTES, 14 SECONDS, EAST, 20.08 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 46 SECONDS EAST; 15.50 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 14 SECONDS WEST, 20.08 FEET; THENCE NORTH 06 DEGREES, 56 MINUTES, 46 SECONDS WEST, 15.50 FEET TO THE POINT OF BEGINNING.

EASEMENT PARCEL 1 FOR RESIDENTIAL II AREA

NONEXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 ABOVE AS CREATED BY THE GRANTS OF EASEMENT MADE BY ROOSEVELT COLLECTION RESIDENTIAL I OWNER, L.L.C. TO ROOSEVELT COLLECTION RESIDENTIAL II OWNER, L.L.C. IN ARTICLE 4 OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AND OPERATING AGREEMENT RECORDED 10-02-07 AS DOCUMENT 0727533137 FOR THE PURPOSE OF INGRESS AND EGRESS AND USE, OPERATION AND MAINTENANCE OF FACILITIES STRUCTURAL SUPPORT; USE OF FACILITIES; AN EXCLUSIVE EASEMENT FOR ACCESS TO MAINTENANCE AND USE OF EASEMENTS; SUPPORT, ENCLOSURE, USE AND MAINTENANCE OF COMMON WALLS, CEILINGS AND FLOORS; UTILITIES; ENCROACHMENTS; FOR THE EXISTENCE, ATTACHMENT AND MAINTENANCE OF OWNED FACILITIES; FOR USE AND OPERATION AND ACCESS THERETO OF SHARED FACILITIES; AND TEMPORARY CONSTRUCTION EASEMENT OVER THE FOLLOWING DESCRIBED LAND:

THE OWNER B PARCEL DESCRIBED ON EXHIBIT B OF SAID DECLARATION

EASEMENT PARCEL 2 FOR RESIDENTIAL II AREA

NONEXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 DESCRIBED ABOVE, AS CREATED BY THE GRANTS OF EASEMENT MADE BY ROOSEVELT COLLECTION RETAIL OWNER, L.L.C. TO ROOSEVELT COLLECTION RESIDENTIAL II OWNER, L.L.C. IN ARTICLE 4 OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AND OPERATING AGREEMENT RECORDED 10-02-07 AS DOCUMENT 0727533137 FOR THE PURPOSE OF INGRESS AND EGRESS AND USE, OPERATION AND MAINTENANCE OF FACILITIES INCLUDING INGRESS AND EGRESS FOR PERSONS THROUGH THE 'AC' COMMON STAIRWELLS AND THE RETAIL CORRIDORS AS DEFINED IN SAID DECLARATION; INGRESS AND EGRESS FOR PERSONS AND USE IN, OVER AND THROUGH THE PLAZA VEHICULAR DRIVE AND PARKING GARAGE RAMP TO AND FROM THE OWNER C PARKING AREA; AN EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR

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PERSONS AND USE IN OVER AND THROUGH THE RETAIL 1 LEVEL OF THE OWNER A PROPERTY TO THE EXTENT REASONABLY NECESSARY FOR THE USE, OPERATION AND MAINTENANCE OF THE OWNER C ELEVATORS AND THE OWNER C ELEVATOR SHAFTS, ALL AS DEFINED IN SAID DECLARATION; A TEMPORARY EASEMENT IN THE AIR RIGHTS OVER THE OWNER A BUILDING, SOLELY FOR THE OPERATION OF A CONSTRUCTION CRANE AS IS REASONABLY REQUIRED FOR CONSTRUCTION OF THE ADDITIONAL FLOORS CONSTRUCTION ALL AS DEFINED IN SAID DECLARATION; STRUCTURAL SUPPORT; USE OF FACILITIES; AN EXCLUSIVE EASEMENT FOR ACCESS TO, MAINTENANCE AND USE OF EASEMENTS; SUPPORT, ENCLOSURE, USE AND MAINTENANCE OF COMMON WALLS, CEILINGS AND FLOORS; UTILITIES; ENCROACHMENTS; EXTERIOR MAINTENANCE; FOR THE EXISTENCE, ATTACHMENT AND MAINTENANCE OF OWNED FACILITIES; FOR USE AND OPERATION AND ACCESS THERETO OF SHARED FACILITIES; AND TEMPORARY CONSTRUCTION EASEMENT OVER THE FOLLOWING DESCRIBED LAND:

THE OWNER A PARCEL DESCRIBED ON EXHIBIT A OF SAID DECLARATION.

TRACT 2, PARCEL 1 (PARK OWNER PROPERTY)

THAT PART OF LOTS 6 TO 14, 22 TO 30 AND 38 TO 46, ALL INCLUSIVE, IN W.S. GURNEE'S SUBDIVISION OF BLOCK 104 AND THE WEST HALF OF BLOCK 109 IN SCHOOL SECTION ADDITION TO CHICAGO TOGETHER WITH THAT PART OF VACATED FINANCIAL PLACE ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINE: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF RELOCATED TAYLOR STREET, AND THE EAST LINE OF WELLS STREET PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, ALONG SAID EAST LINE OF WELLS STREET, 206.00 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 42 SECONDS EAST, 111.12 FEET; THENCE NORTH 87 DEGREES, 29 MINUTES, 34 SECONDS EAST, 177.12 FEET TO THE WEST LINE OF RELOCATED FINANCIAL PLACE; THENCE SOUTH 00 DEGREES, 12 MINUTES, 27 SECONDS WEST, ALONG SAID WEST LINE, 214.01 FEET TO THE NORTH LINE OF RELOCATED TAYLOR STREET; THENCE NORTH 89 DEGREES, 54 MINUTES, 22 SECONDS WEST, ALONG SAID NORTH LINE, 287.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 2, PARCEL 2 (PARK OWNER PROPERTY)

THAT PART OF LOTS 38 TO 48, ALL INCLUSIVE, IN W.S. GURNEE'S SUBDIVISION OF BLOCK 104 AND THE WEST HALF OF BLOCK 109 IN SCHOOL SECTION ADDITION TO CHICAGO TOGETHER WITH THAT PART OF VACATED TAYLOR STREET AND FINANCIAL PLACE ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINE: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF VACATED TAYLOR STREET, AND THE EAST LINE OF WELLS STREET PER DOCUMENT NUMBER 0021366616; THENCE NORTH 00 DEGREES, 02 MINUTES, 24 SECONDS WEST, ALONG SAID EAST LINE OF WELLS STREET, 31.56 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 22 SECONDS EAST, 326.90

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FEET; THENCE NORTH 00 DEGREES, 12 MINUTES, 27 SECONDS EAST, 274.09 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 22 SECONDS EAST, 12.50 FEET; THENCE SOUTH 00 DEGREES, 01 MINUTES, 32 SECONDS WEST, 175.59 FEET; THENCE SOUTH 02 DEGREES, 23 MINUTES, 47 SECONDS EAST, 130.19 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 22 SECONDS WEST, 345.74 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX INDEX NUMBERS:

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17-16-410-015-0000 2 OF 5
17-16-416-005-0000 3 OF 5
17-16-416-010-0000 4 OF 5
17-16-416-011-0000 5 OF 5

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