

# UNOFFICIAL COPY

This instrument prepared by:  
Erica Sitkoff, Esq.  
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203 North LaSalle Street  
Suite 1900  
Chicago, Illinois 60601-1293



Doc#: 1030631076 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/02/2010 01:02 PM Pg: 1 of 12

After recording send to:  
Tiffany Harper  
Joel M. Carlins & Associates, Ltd.  
225 North Columbus Drive  
Suite 100  
Chicago, Illinois 60601

Mail Subsequent Tax Bills to:  
Laura Buel  
Parcel O LLC  
225 North Columbus Drive  
Suite 100  
Chicago, Illinois 60601

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

## SPECIAL WARRANTY DEED

**THIS SPECIAL WARRANTY DEED** is made the 29<sup>th</sup> day of October, 2010 by **ASN LAKESHORE EAST LLC**, a Delaware limited liability company ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, by theses presents does **REMISE, RELEASE, ALIENATE AND CONVEY** to **PARCEL O LLC**, an Illinois limited liability company ("Grantee"), forever, the following described real estate (the "Property") situated in the County of Cook, in the State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof.

Together with all and singular hereditaments and appurtenances belonging there, or in anyway appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either at law or in equity of, in and to the above-described premises, with the hereditaments and appurtenances:

**TO HAVE AND TO HOLD** the Property as described above, with the appurtenances, unto the Grantee, forever.

And the Grantor, for itself and its successors, does covenant, promise and agree to and with the Grantee and its successors that it has not done or suffered to be done, anything whereby the Property hereby granted is, or may be, in any manner encumbered or charged, except as herein recited; and that it is lawfully seized of said real estate in fee simple; and that it has good right and lawful authority to sell and convey said real estate; and that it **WILL WARRANT AND DEFEND**, the Property against all persons lawfully claiming, or to claim the same, by, through or under it, subject to the matters set forth on Exhibit B attached hereto and made a part hereof.

If Grantee sells the Property or enters into a contract to sell the Property within twenty-four (24) months following the date hereof, other than a contract to sell the Property to an

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"Affiliate" (which shall be defined as any entity in which any of David J. Carlins, Joel M. Carlins, James R. Lowenberg, Robin L. Berger, Carlins Limited Partnership, Lakeshore Enterprises III LP, or Lowenberg 2007 GST Trust, in the aggregate, owns greater than a 50% economic interest), Grantee shall pay Grantor simultaneously with such sale one-half (1/2) of the "net proceeds" of such sale in excess of that sum referenced in Section 10.22 of the Option Agreement dated January 29, 2006 between Grantor and Grantee, as amended (the "Excess Sale Proceeds"). If Grantee sells the Property or enters into a contract to sell the Property as provided in the prior sentence and Grantee (or any affiliate of Grantee) agrees to sell or enters into a contract to sell additional property in the Lakeshore East development as part of said transaction, the purchase price payable for the Property and such additional property shall be equitably allocated between the Property and such other property for the purpose of determining the amount due Grantor under this paragraph. Notwithstanding the foregoing, if the purchaser of the Property requires Grantee to increase the density of either units or buildable floor area for either residential or retail use, the Excess Sale Proceeds shall be determined by an equitable increase on a prorata basis in relation to either the increase number of units or buildable floor area (whichever method derives the higher payment to Grantor). If the percentage increase to the density of units or buildable floor area is different, then the parties shall use the percentage which results in the higher payment to Grantor. In the event that the Grantee sells the Property to an Affiliate, who then sells the Property or enters into a contract to sell the Property within twenty-four (24) months after the date hereof, the provisions of this paragraph shall apply with respect to such subsequent contract, and the Affiliate shall be responsible for the payment of any Excess Sale Proceeds as if said Affiliate were the Grantee hereunder. The Affiliate shall include language to such effect reasonably acceptable to Grantor in any deed for the Property effective, or with respect to which a contract was entered into, within twenty-four (24) months after the date hereof.

FP 103037	# 0000059965	REAL ESTATE TRANSFER TAX
1900000		REAL ESTATE TRANSFER TAX

STATE OF ILLINOIS  
NOV.-2.10  
DEPARTMENT OF REVENUE

# 0000072259	REAL ESTATE TRANSFER TAX
	0950000
	FP 103042

COOK COUNTY REAL ESTATE TRANSACTION TAX  
NOV.-2.10  
REVENUE STAMP

City of Chicago  
Dept. of Revenue  
606586



Real Estate Transfer Stamp  
\$199,500.00

EAST43732252.2

11/2/2010 12:32

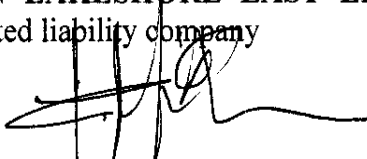
dr00111

Batch 2,014,254

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IN WITNESS WHEREOF, this Deed has been executed by Grantor on and as of the date first above written

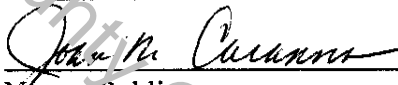
ASN LAKESHORE EAST LLC, a Delaware limited liability company

By:   
 Name: R. Michael Shomo  
 Title: Senior Vice President  
Assistant General Counsel

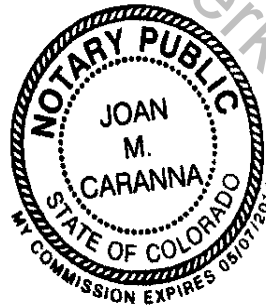
STATE OF Colorado )  
 ) SS.  
 COUNTY OF Arapahoe )

I, Joan M. Caranna, a Notary Public in and for said County in the State aforesaid, do hereby certify that R. Michael Shomo, the Senior Vice Pres. of ASN Lakeshore East LLC, 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 such instrument as (his/her) own free and voluntary acts for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 26 day of October, 2010.

  
 Notary Public

My Commission Expires: 05/07/2014



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## EXHIBIT "A"

### 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 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.

Permanent Index Number: Part of 17-10-318-040-0000

Commonly known as: Vacant land in Lakeshore East Subdivision  
Chicago, Illinois

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## EXHIBIT "B"

### PERMITTED EXCEPTIONS

1. ACTS DONE OR SUFFERED BY, THROUGH, OR UNDER GRANTEE.
2. TAXES FOR THE YEAR 2009 SECOND INSTALLMENT, 2010 AND SUBSEQUENT YEARS NOT YET DUE OR PAYABLE.
3. SPECIAL ASSESSMENT FOR THE CITY OF CHICAGO UNDER WARRANT NUMBER 62456 FOR THE INSTALLATION OF SANITARY SEWERS, WATER MAINS, STORM SEWERS, PUBLIC PARK IMPROVEMENTS AND THE RIGHT-OF-WAY IMPROVEMENTS FOR LAKE SHORE EAST DEVELOPMENT, PAYABLE IN SEMI-ANNUAL INSTALLMENTS FROM YEARS 2003 TO 2032 (DUE ON MARCH 1 AND SEPTEMBER 1).
4. COVENANTS AND RESTRICTIONS CONTAINED IN THE AGREEMENT TITLED "DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT", DATED MAY 15, 2009 AND RECORDED JUNE 4, 2009 AS DOCUMENT 0915534060 MADE BY AQUA AT LAKESHORE EAST, LLC, AND AMENDED BY THAT FIRST AMENDMENT DATED SEPTEMBER 10, 2009 AND RECORDED SEPTEMBER 10, 2009 AS DOCUMENT 0925316038, BY AQUA AT LAKESHORE EAST LLC, DECLARANT.
5. COVENANTS AND RESTRICTIONS CONTAINED IN THE AGREEMENT TITLED "EASEMENTS, COVENANTS AND RESTRICTIONS" DATED JUNE 25, 1986 AND RECORDED JUNE 30, 1986 AS DOCUMENT NUMBER 86267044 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 60312 (OWNER OF THE HOTEL SITE) AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENTS KNOWN AS TRUST NUMBERS 45250, 45251 AND 46968 (OWNER OF BUILDING SITES) METROPOLITAN STRUCTURES AND ILLINOIS CENTER CORPORATION, RELATING TO DEVELOPMENT AND USE OF THE HOTEL SITE; ACCESSORY PARKING; GROSS FLOOR AREA OF THE UPPER LEVEL, OFFICE SPACE AND RETAIL SPACE; LAND COVERAGE; CONSTRUCTION AND MAINTENANCE OF A PLAZA LEVEL AND CONCOURSE LEVEL AND PEDESTRIAN MALL; LOCATION OF IMPROVEMENTS ON THE LAND AND PRIOR APPROVAL OF PLANS.

FIRST AMENDMENT MADE BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 60312 (OWNER OF THE HOTEL SITE) AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENTS KNOWN AS TRUST NUMBERS 45250, 45251, 46968 AND 56375 (OWNER OF

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BUILDING SITES) METROPOLITAN STRUCTURES AND ILLINOIS CENTER CORPORATION, DATED AS OF JUNE 27, 1996 AND RECORDED JULY 9, 1996 AS DOCUMENT 96522549.

6. PERPETUAL AND NON-EXCLUSIVE EASEMENT TO CONNECT WITH AND EXTEND THE PEDESTRIAN MALL AND USE SAID PEDESTRIAN MALL FOR INGRESS AND EGRESS TO AND FROM THE PROPERTY LYING WEST OF AND ADJOINING THE HOTEL SET AND TO AND FROM BUILDING CONSTRUCTED ON THE BUILDING SITES, AS CONTAINED IN THE AFORESAID AGREEMENT DATED JUNE 25, 1986 AND RECORDED JUNE 30, 1986 AS DOCUMENT 86267044.
7. TERMS, POWERS, PROVISIONS AND LIMITATIONS OF THE 1969 AMENDATORY LAKE FRONT ORDINANCE PASSED ON SEPTEMBER 17, 1969 BY THE CITY COUNCIL OF THE CITY OF CHICAGO, A COPY OF WHICH WAS RECORDED APRIL 10, 1970 AS DOCUMENT 21132412.

PURPORTED RELEASE RECORDED JANUARY 30, 2003 AS DOCUMENT 0030143439.

8. RESERVATION CONTAINED IN THE PLATS OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENTS 86597180 AND 86597182 UNTO THE ILLINOIS CENTRAL GULF RAILROAD COMPANY, A CORPORATION OF DELAWARE, ITS SUCCESSORS AND ASSIGNS, THE PERPETUAL RIGHTS TO PLACE, MAINTAIN AND REPAIR (AND TO REPLACE IF DESTROYED) STRUCTURE FOUNDATIONS AND SUPPORTS WITHIN SAID PROPERTY THEREBY DEDICATED AND CONVEYED. SUCH PLACEMENT BEING SUBJECT TO THE APPROVAL OF THE COMMISSIONER OF PUBLIC WORKS OF THE CITY OF CHICAGO, PURSUANT TO SECTION 13 OF THE AFORESAID AMENDATORY LAKE FRONT ORDINANCE.
9. NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF THE LAND SOUTH AND ADJOINING, AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1982 AND KNOWN AS TRUST NUMBER 56375, WHITMAN CORPORATION, A DELAWARE CORPORATION AND HEALTH CARE SERVICE CORPORATION, A MUTUAL LEGAL RESERVE COMPANY, DBA BLUE CROSS BLUE SHIELD OF ILLINOIS, DATED OCTOBER 17, 1994, AND RECORDED OCTOBER 20, 1994 AS DOCUMENT 94899348, FOR THE FOLLOWING PURPOSES:

(A) FOR INGRESS AND EGRESS OF VEHICULAR TRAFFIC ON THE TEMPORARY EASEMENT PARCEL TO AND FROM THE LAND SOUTH AND ADJOINING, AND THE INTERMEDIATE LEVEL OF COLUMBUS DRIVE, (AS DEFINED IN THE CITY OF CHICAGO RESIDENTIAL BUSINESS PLANNED



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DEVELOPMENT NO. 70), OVER AND ONTO THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 26.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN BOUNDARIES, PROJECTED VERTICALLY, OF THE PROPERTY AND SPACE DESCRIBED AS FOLLOWS: THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF NORTH COLUMBUS DRIVE 110 FEET WIDE, AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON THE 5TH DAY OF JUNE, 1972, AS DOCUMENT 21925815, AT A POINT 395.178 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE POINT OF INTERSECTION OF SAID EAST LINE (EXTENDED SOUTH) WITH THE NORTH LINE OF EAST RANDOLPH STREET (AS SAID EAST RANDOLPH STREET WAS DEDICATED AND CONVEYED TO SAID CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 11TH DAY OF DECEMBER, 1979, AS DOCUMENT 25276446) AND RUNNING; THENCE SOUTH ALONG SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 95.178 FEET TO A POINT WHICH IS 300.00 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF SAID INTERSECTION OF THE WEST LINE WITH THE NORTH LINE OF EAST RANDOLPH STREET; THENCE EAST ALONG A LINE PERPENDICULAR WITH SAID EAST LINE, A DISTANCE OF 60.00 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 128.178 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 60.00 FEET TO AN INTERSECTION WITH SAID EAST LINE OF NORTH COLUMBUS DRIVE; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

(B) FOR FREE AND UNRESTRICTED ACCESS FOR INGRESS AND EGRESS OF VEHICULAR TRAFFIC ON THE PARKING ACCESS WAY TO AND FROM THE LAND SOUTH AND ADJOINING, OVER AND ONTO THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 26.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 33.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN BOUNDARIES, PROJECTED VERTICALLY, OF THE PROPERTY AND SPACE DESCRIBED AS FOLLOWS: THAT PART OF THE LANDS LYING EAST

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OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF NORTH COLUMBUS DRIVE 110 FEET WIDE, AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON THE 5TH DAY OF JUNE, 1972, AS DOCUMENT 21925615, AT A POINT 395.178 FEET AS MEASURED ALONG SAID EAST LINE, NORTH OF THE POINT OF INTERSECTION OF SAID EAST LINE (EXTENDED SOUTH) WITH THE NORTH LINE OF EAST RANDOLPH STREET (AS SAID EAST RANDOLPH STREET WAS DEDICATED AND CONVEYED TO SAID CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 11TH DAY OF DECEMBER, 1979, AS DOCUMENT 25276446) AND RUNNING; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF NORTH COLUMBUS DRIVE (SAID PERPENDICULAR LINE BEING THE SOUTH LINE OF THE STRIP OF LAND, 66.00 FEET WIDE, DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES BY INSTRUMENT RECORDED ON THE 12TH DAY OF DECEMBER, 1988 AS DOCUMENT 86-597180) A DISTANCE OF 135.00 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 95.178 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 200.00 FEET TO AN INTERSECTION WITH A LINE 335.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF NORTH COLUMBUS DRIVE; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 161.178 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID STRIP OF LAND, 66.00 FEET WIDE, DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED AS DOCUMENT 86-597180; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 335.00 FEET TO AN INTERSECTION WITH SAID EAST LINE OF NORTH COLUMBUS DRIVE; THENCE SOUTH ALONG SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING.

10. TERMS, PROVISIONS, CONDITIONS AND EASEMENT CONTAINED WITHIN INSTRUMENTS RECORDED AS DOCUMENT 24879730, 86597179 AND 86597181, BY WHICH PART OF THE LAND WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO.
11. TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT CONTAINED IN PARCEL 15 DEVELOPMENT AND EASEMENT AGREEMENT DATED JUNE 26, 2002 AND RECORDED JULY 2, 2002 AS DOCUMENT 0020732021 MADE BY AND AMONG ASN LAKESHORE EAST LLC; LAKESHORE EAST LLC AND LAKESHORE EAST PARCEL P LLC, INCLUDING PURCHASE RIGHTS AND EASEMENT FOR CONSTRUCTION AND PARKING.



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12. FIRST AMENDMENT TO AND RESTATEMENT OF PARCEL 15 DEVELOPMENT AND EASEMENT AGREEMENT RECORDED NOVEMBER 9, 2006 AS DOCUMENT 0631333003.
13. TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT CONTAINED IN PARCELS 1 AND 2 DEVELOPMENT AND EASEMENT AGREEMENT DATED JUNE 26, 2002 AND RECORDED JULY 2, 2002 AS DOCUMENT 0020732023 MADE BY AND BETWEEN ASN LAKESHORE EAST LLC LAKESHORE EAST PARCEL P LLC, INCLUDING PURCHASE RIGHTS AND EASEMENT FOR CONSTRUCTION, PARKING AND USE, SUPPORTS, ADDITIONAL SUPPORTS AND SUPPLEMENTAL SHARED SUPPORTS AND MAINTENANCE, AS AMENDED BY FIRST AMENDMENT TO PARCELS 1 AND 2 DEVELOPMENT AND EASEMENT AGREEMENT DATED OCTOBER 27, 2006, AND RECORDED NOVEMBER 9, 2006, AS DOCUMENT 0631333002, MADE BY AND BETWEEN ASN LAKESHORE EAST LLC AND LAKESHORE EAST LLC.
14. NON-EXCLUSIVE UTILITY EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY WITHIN THE INTERIM EASEMENT AREAS AS MORE PARTICULARLY DESCRIBED AND CONTAINED IN COMED INTERIM EASEMENT AGREEMENT DATED JUNE 26, 2002 AND RECORDED JULY 2, 2002 AS DOCUMENT 0020732024 MADE BY AND AMONG LAKESHORE EAST LLC; LAKESHORE EAST PARCEL P LLC; ASN LAKESHORE EAST LLC AND THE COMMONWEALTH EDISON COMPANY AND THE TERMS, PROVISIONS AND COVENANTS THEREIN.  
  
FIRST AMENDMENT RECORDED MARCH 4, 2003 AS DOCUMENT 0030301044.
15. EASEMENTS FOR UTILITIES, EXCLUSIVE PARKING SPACES, MAINTENANCE OF EXISTING ENCROACHMENTS, ACCESS, EMERGENCY PEDESTRIAN EGRESS AND AIR INTAKE VERTICALLY WITHIN THE COMED UTILITY EASEMENT AREA, THE COMED PARKING A ACCESS EASEMENT AREA, AND OTHER DEFINED AREAS, AS CONTAINED IN COMED EASEMENT AGREEMENT DATED JUNE 26, 2002 AND RECORDED JULY 2, 2002 AS DOCUMENT 0020732346 MADE BY AND AMONG LAKESHORE EAST LLC; LAKESHORE EAST PARCEL P LLC; ASN LAKESHORE EAST LLC AND THE COMMONWEALTH EDISON COMPANY AND THE TERMS, PROVISIONS AND COVENANTS THEREIN.
16. FIRST AMENDMENT TO AND RESTATEMENT OF COMED EASEMENT AGREEMENT EXECUTED BY AND BETWEEN ASN LAKESHORE EAST LLC, A DELAWARE LIMITED LIABILITY COMPANY AND COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION, RECORDED JUNE 11, 2007 AS DOCUMENT 0716240043.
17. COVENANTS AND RESTRICTIONS CONTAINED IN SECTION 14.2 OF DEED DATED MAY 1, 1962 AND RECORDED MAY 7, 1962 AS DOCUMENT 18467558

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FROM ILLINOIS CENTRAL RAILROAD COMPANY TO AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 9, 1963 AND KNOWN AS TRUST NUMBER 17460 PROVIDING THAT SUBJECT TO EXISTING CURRENT USE AND THE RIGHTS AND OBLIGATIONS OF GRANTOR AND THOSE CLAIMING UNDER IT TO CONDUCT ITS RAILROAD OPERATIONS IN THE AREA EAST OF LAKE SHORE DRIVE (FIELD BOULEVARD); THE GRANTOR AGREES THAT FOR A PERIOD OF 50 YEARS IT WILL NOT, WITHOUT WRITTEN CONSENT OF GRANTEE PERMIT CONSTRUCTION ABOVE ELEVATION 25, CHICAGO CITY DATUM OR GRANTOR'S PROPERTY LYING EAST OF LAKE SHORE DRIVE (FIELD BOULEVARD) BETWEEN RANDOLPH STREET, EXTENDED ON THE SOUTH AND WACKER DRIVE, EXTENDED ON THE NORTH FOR PURPOSES OTHER THAN RESIDENTIAL APARTMENT BUILDINGS, HOTELS, APARTMENT HOTELS, MOTELS, OFFICE BUILDING, RESTAURANTS, AUDITORIUMS, ARENAS, CONCERT HALLS, STORES, CLUBS OR ANY COMBINATION OF THESE OR SIMILAR OR RELATED TYPES OF STRUCTURES, AND SERVICE INCIDENTAL TO SUCH STRUCTURES AND THAT IT WILL NOT ITSELF USE OR AUTHORIZE OTHERS TO USE SUCH PROPERTY FOR ANY PURPOSE WHATSOEVER WHICH MAY BE IN ANY WAY OF A MORE OBJECTIONABLE CHARACTER OR PRODUCE GREATER OR MORE OFFENSIVE ODORS, FUMES, GASES, DUST, SMOKE, NOISE OR VIBRATIONS THAN ARE PRODUCED BY THE TYPES OF STRUCTURES HERETOFORE ENUMERATED AND BY THE GENERAL RAILROAD BUSINESS CONDUCTED ON THE PREMISES OF GRANTOR NORTH OF RANDOLPH STREET EXTENDED EAST.

18. TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS CONTAINED AND DEFINED IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST MADE BY AND BETWEEN LAKESHORE EAST LLC; LAKESHORE EAST PARCEL P LLC AND ASN LAKESHORE EAST LLC DATED JUNE 26, 2002 AND RECORDED JULY 2, 2002 AS DOCUMENT 0020732020, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT FOR LAKESHORE EAST DATED AS OF MARCH 3, 2003 AND RECORDED MARCH 7, 2003 AS DOCUMENT NO. 0030322531, AND SUBSEQUENTLY AMENDED BY SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST, DATED NOVEMBER 12, 2004 AND RECORDED NOVEMBER 19, 2004 AS DOCUMENT NO. 0432427091, RE-RECORDED JANUARY 19, 2005 AS DOCUMENT NO. 0501919098, THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST DATED FEBRUARY 24, 2005 AND RECORDED FEBRUARY 25, 2005 AS DOCUMENT 0505632009 AND FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST DATED FEBRUARY 24, 2005 AND RECORDED FEBRUARY 26, 2005 AS DOCUMENT 0505632012, AND FIFTH AMENDMENT RECORDED NOVEMBER 9,

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2006 AS DOCUMENT 0631333004 AND RERECORDED FEBRUARY 9, 2007 AS DOCUMENT 0704044062 AND SIXTH AMENDMENT RECORDED AS DOCUMENT 0735531065 AND RERECORDED AS DOCUMENT 0809910104, AND SEVENTH AMENDMENT RECORDED NOVEMBER 14, 2008, AS DOCUMENT 0831910034, AND EIGHTH AMENDMENT RECORDED NOVEMBER 14, 2008, AS DOCUMENT 0831910035, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

EASEMENTS FOR CONSTRUCTION, STREETS, UTILITIES, PEDESTRIAN AND VEHICULAR ACCESS, PUBLIC ACCESS IMPROVEMENTS, MAINTENANCE AND PARKS; AND COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO ZONING COMPLIANCE, USE, SUBDIVISION, DEDICATION AND VACATION ESTABLISHMENT OF A DESIGN REVIEW COMMITTEE, ADMINISTRATION OF COMMON ELEMENTS, ESTABLISHMENT OF AN ASSOCIATION, COMMON EXPENSES, ASSESSMENTS AND LIENS; AND TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS RELATING TO EASEMENTS AND RIGHTS OF ADJOINING OWNERS TO THE CONCURRENT USE OF THE EASEMENTS. SEPARATE AGREEMENT DATED NOVEMBER 23, 2004 AND RECORDED JANUARY 19, 2005 AS DOCUMENT 0501919099 MADE BY AND AMONG ASH LAKESHORE EAST LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF PARCEL 1 (AS THEREIN DEFINED), LAKESHORE EAST PARCEL P LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS OWNER OF PARCEL 2 (AS THEREIN DEFINED), AND LAKESHORE EAST LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS "DECLARANT" UNDER THE DECLARATION, (AS THEREIN DEFINED).

NOTICE OF SATISFACTORY OF CONDITIONS RELATING TO FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR LAKE SHORE EAST, RECORDED MAY 22, 2007 AS DOCUMENT 0714222037.

19. ASSESSMENT ROLL AND REPORT RECORDED OCTOBER 11, 2002 AS DOCUMENT 00211121260 PURSUANT TO CASE 02CS025 RELATING TO CITY OF CHICAGO SA DOCKET NO. 58763 WARRANT NO. 62456 FOR THE INSTALLATION OF SANITARY SEWERS, WATER MAINS, STORM SEWERS, PUBLIC PARK IMPROVEMENTS AND RIGHT OF WAY IMPROVEMENTS IN RELATION TO THE LAKESHORE EAST DEVELOPMENT IN THE CITY OF CHICAGO.
20. PETITION RECORDED OCTOBER 11, 2002 AS DOCUMENT 00211121259 PURSUANT TO CASE 02CS025 RELATING TO CITY OF CHICAGO SA DOCKET NO. 58763 WARRANT NO. 62456 FOR THE INSTALLATION OF SANITARY SEWERS, WATER MAINS, STORM SEWERS, PUBLIC PARK IMPROVEMENTS AND RIGHT OF WAY IMPROVEMENTS IN RELATION TO THE LAKESHORE EAST DEVELOPMENT IN THE CITY OF CHICAGO.

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21. THE LAND LIES WITHIN THE BOUNDARIES OF A SPECIAL SERVICE AREA AS DISCLOSED BY ORDINANCE RECORDED AS DOCUMENT 91075841, AND IS SUBJECT TO ADDITIONAL TAXES UNDER THE TERMS OF SAID ORDINANCE AND SUBSEQUENT RELATED ORDINANCES.
22. THOSE ITEMS DEPICTED ON THAT SURVEY BY HOMER L. CHASTAIN & ASSOCIATES, LLC, DATED OCTOBER 26, 2010, JOB NO. 5436 MAGELLAN AS FOLLOWS:
  1. CONCRETE BALUSTRADE WALL RUNNING NORTH SOUTH ALONG THE WEST PROPERTY LINE APPROXIMATELY 95.18 FEET.
  2. ABANDONED FREIGHT TUNNEL BULKHEAD AND CONCRETE FILLED ACROSS SUBJECT PROPERTY.
  3. TEMPORARY ENTRANCE/EXIT TO PARCEL 1 FOR CONSTRUCTION OF VILLAGE MARKET AT THE TOP WEST CORNER OF SUBJECT PROPERTY
  4. CONCRETE SLAB AND TREES.

NOTE: PARCEL 1 DOES NOT HAVE PHYSICAL ACCESS TO N. COLUMBUS DRIVE.