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Doc#: 1101210042 Fee: \$64.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 01/12/2011 12:36 PM Pg: 1 of 15

Prepared by and Mail to:

Portfolio Title Company, LLC  
134 N. LaSalle St.  
Suite 1440  
Chicago, IL 60602

(3 of 3)

Above space for Recorder's Use Only

## RECORDING COVER PAGE

The attached Amendment to Assignment of Leases and Rents recorded on December 30, 2010 as Document No. 1036410045 with the Cook County Recorder of Deeds is being re-recorded herewith solely to correct a scrivener's error in the date of the document. The attached document is hereby dated as of December 29, 2010.

**\* Please note: This cover page has been attached to the document for recording purposes. It is a permanent part of the document and has been included in the page count.**

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**PREPARED BY AND UPON  
RECORDATION RETURN TO:**

Beatriz Azcuy-Diaz, Esq.  
Weil, Gotshal & Manges LLP  
1395 Brickell Avenue, Suite 1200  
Miami, FL 33131

**AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS**

**THIS AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS** (the "**Amendment**") is made as of the 29th day of December, 2010 (the "**Amendment Date**"), by and between **AQUA AT LAKESHORE EAST LLC**, an Illinois limited liability company (the "**Borrower**"), having an office at c/o Magellan Development Group LLC, 225 North Columbus Drive, Suite 100, Chicago, Illinois 60601 and **AQUA MEZZ HOLDINGS LLC**, a Delaware limited liability company (as successor in interest to PNC Bank, National Association, successor in interest to National City Bank) (the "**Lender**"), having an office at c/o PCCP, LLC, 280 Park Avenue, 35th Floor, New York, New York 10017.

**WITNESSETH:**

WHEREAS, Borrower and National City Bank, as Administrative Agent, entered into that certain Assignment of Leases and Rents dated as of August 24, 2007 and recorded on August 29, 2007 as Document No. 0724134062 with the Cook County Recorder of Deeds (the "**Assignment**");

WHEREAS, PNC Bank, National Association, through its acquisition of National City Bank, succeeded to the interest of National City Bank as lender under the Assignment;

WHEREAS, on or about the date hereof, PNC Bank, National Association assigned all of its right, title and interest in and to the Assignment to Lender (as defined in the preamble hereof) pursuant to that certain Assignment of Assignment of Leases and Rents dated as of the date hereof from PNC Bank, National Association to Lender and recorded simultaneously herewith; and

WHEREAS, in connection with the Assignment of Assignment of Leases and Rents to Lender, Borrower and Lender desire to modify and amend the Assignment in the manner hereinafter set forth.

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**PREPARED BY AND UPON  
RECORDATION RETURN TO:**

Beatriz Azcuy-Diaz, Esq.  
Weil, Gotshal & Manges LLP  
1395 Brickell Avenue, Suite 1200  
Miami, FL 33131



Doc#: 1036410045 Fee: \$60.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/30/2010 03:27 PM Pg: 1 of 13

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Portfolio Title Company

Property of Cook County Clerk's Office

## AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

**THIS AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS** (the "**Amendment**") is made as of the 27 day of December, 2010 (the "**Amendment Date**"), by and between **AQUA AT LAKESHORE EAST LLC**, an Illinois limited liability company (the "**Borrower**"), having an office at c/o Magellan Development Group LLC, 225 North Columbus Drive, Suite 100, Chicago, Illinois 60601 and **AQUA MEZZ HOLDINGS LLC**, a Delaware limited liability company (as successor in interest to PNC Bank, National Association, successor in interest to National City Bank) (the "**Lender**"), having an office at c/o PCCP, LLC, 280 Park Avenue, 35th Floor, New York, New York 10017.

### WITNESSETH:

WHEREAS, Borrower and National City Bank, as Administrative Agent, entered into that certain Assignment of Leases and Rents dated as of August 24, 2007 and recorded on August 29, 2007 as Document No. 0724134062 with the Cook County Recorder of Deeds (the "**Assignment**");

WHEREAS, PNC Bank, National Association, through its acquisition of National City Bank, succeeded to the interest of National City Bank as lender under the Assignment;

WHEREAS, on or about the date hereof, PNC Bank, National Association assigned all of its right, title and interest in and to the Assignment to Lender (as defined in the preamble hereof) pursuant to that certain Assignment of Assignment of Leases and Rents dated as of the date hereof from PNC Bank, National Association to Lender and recorded simultaneously herewith; and

WHEREAS, in connection with the Assignment of Assignment of Leases and Rents to Lender, Borrower and Lender desire to modify and amend the Assignment in the manner hereinafter set forth.

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NOW THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

Section 1. **Truth of Recitals.** The above recitals are true and correct and are incorporated herein by reference.

Section 2. **General Modification.** The Assignment is hereby amended to provide that any reference to the Assignment shall be deemed to refer to the Assignment, as amended by this Amendment.

Section 3. **Lender.** The definition of Administrative Agent in the preamble of the Assignment is hereby deleted in its entirety and replaced with the following:

“AQUA MEZZ HOLDINGS LLC, a Delaware limited liability company, having an office at c/o PCCP, LLC, 280 Park Avenue, 35<sup>th</sup> Floor, New York, New York 10017 (as successor in interest to PNC Bank, National Association, successor in interest to National City Bank) (together with its successors, “**Lender**”)”

Section 4. **Addresses.**

(a) The address for the Borrower stated in the preamble of the Assignment is hereby deleted in its entirety and replaced with the following:

Aqua at Lakeshore East, LLC  
c/o Magellan Development Group, LLC  
225 North Columbus Drive, Suite 100  
Chicago, Illinois 60601

(b) The notice addresses for the Borrower and the Lender set forth in Section 9(b) of the Assignment are hereby deleted in their entirety and replaced with the following:

If to Lender: c/o PCCP, LLC  
280 Park Avenue, 35<sup>th</sup> Floor  
New York, New York 10017  
Attention: Barrie Bloom  
Facsimile: (646) 308-2130

With a required copy to: Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Attention: W. Michael Bond  
Facsimile: (212) 310-8007

If to Borrower: c/o Magellan Development Group, LLC  
225 North Columbus Drive, Suite 100  
Chicago, Illinois 60601

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Attention: David Carlins  
Facsimile No.: (312) 642-9861

With required copies to: Sonnenschein Nath & Rosenthal LLP  
7800 Sears Tower  
233 South Wacker Drive  
Chicago, Illinois 60606  
Attention: Mark F. Mehlman, Esq.  
Facsimile No.: (312) 876-7934

and

Joel M. Carlins and Associates, Ltd.  
225 N. Columbus Drive, Suite 100  
Chicago, Illinois 60601  
Attention: Kimberly J. Sharon, Esq.  
Telephone: (312) 642-8869  
Facsimile: (312) 642-2773

## Section 5. Recitals.

(a) The second WHEREAS clause of the Recitals is hereby deleted in its entirety and replaced with the following:

“WHEREAS, Lender, Borrower, and Aqua SM LLC, a Delaware limited liability company, are parties to a Mezzanine Construction Loan Agreement dated as of August 24, 2007, as amended by that certain Consent and Amendment to Mezzanine Construction Loan Agreement and Other Loan Documents dated as of August 30, 2010, as further amended by that certain Second Amendment to Mezzanine Construction Loan Agreement and Other Loan Documents dated as of November 2, 2010, as further amended by that certain Third Amendment to Mezzanine Construction Loan Agreement and Other Loan Documents dated as of December 27, 2010 (as further modified, supplemented or amended and in effect from time to time, the “Loan Agreement”; and except as otherwise herein expressly provided, all terms defined in the Loan Agreement are being used herein as defined therein), which Loan Agreement provides, among other things, for a Loan to be made by the Lender in a principal amount not exceeding \$32,000,000, evidenced by, and repayable with interest thereon, in accordance with the Note and secured by, among other things, that certain Mortgage delivered by Borrower; and”

(b) The third WHEREAS clause of the Recitals is hereby amended by deleting the phrase “the Lenders” and replacing such phrase with “the Lender”.

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## Section 6. Amendments to Certain Definitions.

- (a) All references in the Assignment to “Administrative Agent” are hereby deleted in their entirety and replaced with the term “Lender”.
- (b) All references in the Assignment to “Lenders”, “for the benefit of the Lenders”, “any Lender”, “on behalf of the Lenders”, “on behalf of Lenders”, “each Lender”, and “such Lender” are hereby deleted in their entirety.
- (c) All references in the Assignment to “Sweep Event”, “DSCR Cure”, and “Commitments” are hereby deleted in their entirety.
- (d) All references in the Assignment to “Notes” are hereby deleted in their entirety and replaced with the term “Note”.
- (e) All references in the Assignment to “Loans” are hereby deleted in their entirety and replaced with the term “Loan”.
- (f) All references in the Assignment to “Operating Expenses” are hereby deleted in their entirety and replaced with “operating expenses, taxes and/or insurance costs for the portion of the Project then encumbered by the Assignment”.

## Section 7. Miscellaneous Amendments.

- (a) The first sentence of Subsection 9(a) of the Assignment is hereby amended by deleting the phrase “the termination of the Commitments under and as defined in the Loan Agreement and” therefrom.
- (b) Subsection 9(d) of the Assignment is hereby amended by deleting (i) the phrase “the consent of the Lenders” from the first sentence of Subsection 9(d) and (ii) the second sentence in its entirety of Subsection 9(d).
- (c) Subsection 9(k) of the Assignment is hereby amended by deleting the reference to “Section 12.31 of the Loan Agreement” and replacing such reference with “Article 13 of the Loan Agreement”.

Section 8. Governing Law. Subsection 9(i) of the Assignment is hereby deleted in its entirety and replaced with the following:

“BORROWER AND LENDER AGREE THAT THE STATE OF NEW YORK HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (EXCLUDING APPLICATION OF ANY PRINCIPLE OF CONFLICT OF LAWS WHICH WOULD DIRECT THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION)



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AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT THE LAWS OF THE STATE IN WHICH THE LAND IS LOCATED SHALL GOVERN AS TO THE CREATION, PRIORITY AND ENFORCEMENT OF SECURITY INTERESTS WITH RESPECT TO THE MORTGAGED PROPERTY. TO THE FULLEST EXTENT PERMITTED BY LAW OR NOT PROHIBITED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT, AND THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO §5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

THE PROVISIONS OF SECTION 12.34 OF THE LOAN AGREEMENT ARE INCORPORATED BY REFERENCE.”

Section 9. **Loan Document; Events of Default.** This Amendment shall constitute a Loan Document for all purposes. If Borrower defaults under any of its obligations set forth in this Amendment, such default shall constitute an Event of Default.

Section 10. **Costs and Expenses.** Borrower shall pay all reasonable out-of-pocket costs and expenses incurred by Lender in connection with this Amendment and the transactions contemplated by this Amendment, including, without limitation, appraisal fees and reasonable attorneys' fees and expenses.

Section 11. **Validity of Provisions.** Any provision of this Amendment which may prove unenforceable under law shall not affect the validity of the other provisions hereof.

Section 12. **Confirmation of Representations and Warranties.** Borrower hereby represents and warrants to Lender that each of its representations and warranties contained in the Loan Documents to which it is a party are true, correct and complete as of the date hereof and apply to the execution and delivery of this Amendment and any other documents executed in connection herewith.

Section 13. **Reaffirmation.** Except as expressly modified hereby, Borrower hereby ratifies and reaffirms each and every provision of the Loan Agreement and the other Loan Documents applicable to it. The execution and delivery of this Amendment is not intended to and shall not cause or result in a novation with regard to the existing indebtedness of the Borrower to Lender which shall continue, without interruption, and has not been discharged by a new agreement.

Section 14. **No Defenses.** Borrower hereby acknowledges, confirms and warrants to Lender that, as of the date of this Amendment, it has no defenses, claims, rights of set-off or counterclaims against Lender under, arising out of, or in connection with this Amendment, the Loan, the Loan Documents, or any other documents executed in connection with the Loan, to which it is a party or against any of the indebtedness evidenced, advanced or secured thereby, any and all of which Borrower hereby expressly waives.

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Section 15. **Time; Construction; Exhibits and Schedules.** Time is of the essence of each provision of this Amendment. All references to the singular or plural number or masculine, feminine or neuter gender shall, as the context requires, include all others. All references to sections, paragraphs, and exhibits are to this Amendment unless otherwise specifically noted. The use of the words "hereof", "hereunder", "herein" and words of similar import shall refer to this entire Amendment and not to any particular section, paragraph or portion of this Amendment unless otherwise specifically noted. All exhibits attached hereto are by this reference made a part of this Amendment for all purposes.

Section 16. **Capitalized Terms/Binding Effect.** Except as herein specifically modified, supplemented, and amended, all of the terms, covenants, and conditions of the Loan Documents shall remain in full force and effect, and together with the terms and conditions of this Amendment, shall be binding upon Borrower and Lender and their respective successors and assigns. Capitalized terms as used herein, unless otherwise defined, shall have the meanings as set forth in the Assignment.

Section 17. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

Section 18. **Further Modifications.** This Amendment may not be changed, amended, modified, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of such change, amendment, modification, waiver, discharge or termination is sought.

Section 19. **Governing Law.** BORROWER AND LENDER AGREE THAT THE STATE OF NEW YORK HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (EXCLUDING APPLICATION OF ANY PRINCIPLE OF CONFLICT OF LAWS WHICH WOULD DIRECT THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT THE LAWS OF THE STATE IN WHICH THE LAND IS LOCATED SHALL GOVERN AS TO THE CREATION, PRIORITY AND ENFORCEMENT OF SECURITY INTERESTS WITH RESPECT TO THE MORTGAGED PROPERTY. TO THE FULLEST EXTENT PERMITTED BY LAW OR NOT PROHIBITED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AMENDMENT, AND THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO §5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW

Section 20. **Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AMENDMENT, ARISING OUT OF, UNDER OR IN



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CONNECTION WITH THIS AMENDMENT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AMENDMENT OR DEFENSE ASSERTING THAT THIS AMENDMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THE PARTIES ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO THIS AMENDMENT AND THAT THIS WAIVER SHALL BE EFFECTIVE AS TO EACH OF THE OTHER LOAN DOCUMENTS AS IF FULLY INCORPORATED THEREIN.

Section 21. **Consent to Jurisdiction.** The provisions of Section 12.34 of the Loan Agreement are incorporated by reference.

Section 22. **Judicial Interpretation.** Should any provision of this Amendment or any of the other Loan Documents require judicial interpretation, it is agreed that a court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this Amendment.

Section 23. **Entire Agreement.** This Amendment constitutes the entire agreement and understanding between the parties hereto respecting the subject matter hereof and there are no other agreements, understandings, undertakings, representations or warranties among the parties hereto with respect to the subject matter hereof except as set forth herein.

[SIGNATURES ON FOLLOWING PAGES]

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

Lender:

**AQUA MEZZ HOLDINGS LLC,**  
a Delaware limited liability company

By:   
Name: Brian Healey  
Title: Authorized Signatory

Borrower:

**AQUA AT LAKESHORE EAST LLC,**  
an Illinois limited liability company

By: Aqua SM LLC,  
a Delaware limited liability company  
its sole equity member

By: Aqua Mezzanine LLC,  
a Delaware limited liability company  
its sole equity member

By: Aqua Lakeshore Holdings LLC,  
a Delaware limited liability company  
its sole equity member

By: Lakeshore Aqua LLC,  
an Illinois limited liability company  
its sole equity member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]



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

Lender:

**AQUA MEZZ HOLDINGS LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

Borrower:

**AQUA AT LAKESHORE EAST LLC,**  
an Illinois limited liability company

By: Aqua SM LLC,  
a Delaware limited liability company  
its sole equity member

By: Aqua Mezzanine LLC,  
a Delaware limited liability company  
its sole equity member

By: Aqua Lakeshore Holdings LLC,  
a Delaware limited liability company  
its sole equity member

By: Lakeshore Aqua LLC,  
an Illinois limited liability company  
its sole equity member

By: \_\_\_\_\_  
Name: Joel Carlins  
Title: Authorized Signatory

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]



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## LEGAL DESCRIPTION

### PARCEL 1:

UNITS 5301, 5302, 5305, 5306, 5307, 5309, 5312, 5313, 5314, 5403, 5404, 5406, 5407, 5409, 5413, 5501, 5502, 5503, 5505, 5509, 5510, 5511, 5512, 5513, 5601, 5602, 5603, 5605, 5608, 5710, 5803, 5804, 5806, 5807, 5808, 5809, 5901, 5903, 5909, 6003, 6006, 6008, 6101, 6102, 6103, 6104, 6107, 6201, 6202, 6204, 6205, 6206, 6208, 6303, 6304, 6306, 6307, 6309, 6402, 6404, 6406, 6407, 6408, 6409, 6504, 6506, 6507, 6602, 6604, 6606, 6609, 6701, 6705, 6803, 6806, 6808, 6901, 6902, 6903, 6904, 6906, 6909, 7005, 7007, 7009, 7101, 7103, 7104, 7105, 7109, 7202, 7203, 7206, 7207, 7302, 7303, 7305, 7307, 7308, 7309, 7404, 7406, 7407, 7409, 7504, 7506, 7507, 7603, 7606, 7608, 7609, 7702, 7705, 7706, 7707, 7709, 7801, 7802, 7803, 7804, 7805, 7808, 7903, 7907, 7908, 7909, 8001, 8008, 8106, 8108 AND PARKING SPACE UNITS LL2- 1, LL2-2, LL2-12, LL2-13, LL2-20, LL2-33, LL2-37, LL2-40, LL2-46, LL2-51, LL2-52, LL2-53, LL2-54, LL2-55, LL2-56, LL2-63, LL2-64, LL2-65, LL2-66, LL2-67, LL2-68, LL2-69, LL2-70, LL2-79, LL2-80, LL2-81, LL2-82, LL2-83, LL2-85, LL2-86, LL2-92, LL2-94, LL2-96, LL2-97, LL2-100, LL2-101, LL2-102, LL2-106, LL2-107, LL2-110, LL2-111, LL3-2, LL3-3, LL3-8, LL3-10, LL3-12, LL3-15, LL3-16, LL3-19, LL3-32, LL3-33, LL3-42, LL3-43, LL3-46, LL3-47, LL3-48, LL3-50, LL3-52, LL3-58, LL3-59, LL3-61, LL3-62, LL3-63, LL3-65, LL3-66, LL3-69, LL3-71, LL3-72, LL3-74, LL3-75, LL3-77, LL3-78, LL3-79, LL3-80, LL3-81, LL3-82, LL3-83, LL3-84, LL3-85, LL3-86, LL3-87, LL3-91, LL3-92, LL3-93, LL3-94, LL3-95, LL3-96, LL3-97, LL3-98, LL3-99, LL3-100, LL3-101, LL3-102, LL3-103, LL3-104, LL3-105, LL3-106, LL3-107, LL3-109, LL3-110, LL3-111, LL4-1, LL4-2, LL4-3, LL4-4, LL4-5, LL4-8, LL4-24, LL4-33, LL4-39, LL4-44, LL5-3, LL5-7, LL5-8, LL5-9, LL5-10, LL5-11, LL5-13, LL5-16, LL5-17, LL5-19, LL5-20, LL5-22, LL5-30, LL5-33, LL5-34 , IN THE AQUA AT LAKESHORE EAST CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARTS OF LOTS 1, 1A, 2, 3A AND 3B IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED SEPTEMBER 10, 2009 AS DOCUMENT NO. 0925316039 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

### PARCEL 2:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, INCLUDING EASEMENTS FOR ACCESS TO IMPROVEMENTS BEING CONSTRUCTED OVER TEMPORARY CONSTRUCTION EASEMENT AREAS, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON, OVER, THROUGH AND ACROSS THE STREETS, AND TO UTILIZE THE UTILITIES AND UTILITY EASEMENTS, ALL AS MORE PARTICULARLY DEFINED, DESCRIBED AND CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST MADE BY AND BETWEEN LAKESHORE EAST LLC,



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LAKESHORE EAST PARCEL P LLC, AND ASN LAKESHORE EAST LLC DATED AS OF JUNE 26, 2002 AND RECORDED JULY 2, 2002 AS DOCUMENT 0020732020, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF MARCH 3, 2003 AND RECORDED MARCH 7, 2003 AS DOCUMENT NUMBER 0030322531 AND AS FURTHER AMENDED BY SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 18, 2004 AND RECORDED NOVEMBER 19, 2004 AS DOCUMENT NUMBER 0501919099 AND THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC, DATED FEBRUARY 24, 2005 AND RECORDED FEBRUARY 25, 2005 AS DOCUMENT NUMBER 0505632009 AND FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF FEBRUARY 24, 2005 AND RECORDED FEBRUARY 25, 2005 AS DOCUMENT NUMBER 0505632012 AND BY THE FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF OCTOBER 27, 2006 AND RECORDED NOVEMBER 9, 2006 AS DOCUMENT 0631333004 AND SUBSEQUENTLY RE-RECORDED ON FEBRUARY 9, 2007 AS DOCUMENT 0704044062 AND THE SIXTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF DECEMBER 20, 2007 AND RECORDED DECEMBER 21, 2007 AS DOCUMENT 0735531065 AND RE-RECORDED ON APRIL 8, 2008 AS DOCUMENT 0809910104 AND THE SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 13, 2008 AND RECORDED NOVEMBER 14, 2008 AS DOCUMENT 0831910034 AND THE EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 13, 2008 AND RECORDED NOVEMBER 14, 2008 AS DOCUMENT 0831910035.

## PARCEL 3:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED JUNE 4, 2009 AS DOCUMENT 0915534060 AND AS FURTHER AMENDED BY FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED SEPTEMBER 10, 2009 AS DOCUMENT 0925316038, FOR SUPPORT, COMMON WALLS, CEILINGS AND FLOORS, EQUIPMENT AND UTILITIES, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE AND ENCROACHMENTS, OVER THE LAND DESCRIBED THEREIN.

Address: 225 N. Columbus Drive, Chicago, IL 60601

17-10-318-040-0000, 17-10-318-041-0000, 17-10-318-042-0000 and 17-10-318-060-0000