

Doc#: 1122742011 Fee: \$66.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 08/15/2011 10:41 AM Pg: 1 of 16

Prepared by and after recording return to:

Property of County Clark's Office Steve Wilson 1201 ELM ST FL 34 **DALLAS TX 752702102** 

Box 400-CTCC

#### AGREEMENT REGARDING LEASE

THIS AGREEMENT REGARDING LEASE (this "Agreement") is made and entered into this 17 day of May, 2011 (the "Effective Date"), by and between GPS PROPERTIES, LLC, an Illinois limited liability company ("GPS"), and Kireland East Illinois Street Chicago, LLC, a Delaware limited liability company ("Kireland").

#### **RECITALS**

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

- A. JPMORGAN CHASE BANK, N.A., a national banking association ("Tenant") and GPS did her cofore make and enter into that certain Lease Agreement dated as of December 13, 2006 (said Lease Agreement, together with the exhibits and other attachments attached thereto, and as same roay have been heretofore amended, being herein referred to collectively as the "Lease").
- B. The Lease sets forth the terms and conditions of the lease by Tenant of certain premises as described in the Lease containing approximately 5,312 rentable square feet of space (the "*Premises*") located on the first floor of a 25 story mixed use building (the "*Building*") commonly known and numbered as 393 East Illinois Street, Chicago, Illinois, 60611. The Premises are more particularly described on Exhibit A attached hereto.
- C. On the Effective Date, GPS granted, bargained, sold and conveyed the Premises to Kireland, and on the Effective Date, GPS assigned and set over unto Kireland all of GPS's right, title and interest in, to and under the Lease.
- D. The Premises form a part of certain commercial premises described in the Lease containing approximately 12,983 rentable square feet of space (the "Property"). The portion of the Property excluding the Premises (the "Retained Property") continues to be owned by GPS. The Retained Property is more particularly described on Exhibit B attached hereto. The Premises and the Retained Property may each be referred to herein as a "Parcel".
- E. The Lease sets forth certain obligations and liabilities of the landhord thereunder, and certain rights of Tenant, with respect to portions of the Retained Property.
- F. GPS and Kireland desire to enter into this Agreement to confirm their understanding that the terms and provisions of the Lease applicable to the Retained Property shall remain the liabilities and obligations of the Retained Property and GPS throughout the term of the Lease.

In consideration of the purchase of the Premises by Kireland, the covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

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#### ARTICLE I

#### **COVENANTS**

- 1.1 <u>Assumption and Indemnity</u>. GPS hereby assumes all liabilities and obligations of the landlord under the Lease to the full extent, but only to the extent, that such liabilities and obligations are applicable to the Retained Property. To the maximum extent permitted by law, GPS agrees to indemnify, protect, defend and hold Kireland harmless from and against any and all actions, claims, counterclaims, rights, demands, sums of money, legal fees, defenses, offsets, obligations, damages, debts, liabilities, controversies or causes of action of any nature whatso ever, arising out of GPS' breach of its obligations under this Agreement.
- Exclusive Use and Restricted Use. GPS covenants and agrees that until the expiration of termination of the Lease, GPS shall not permit any person or entity to use any portion of the Revined Property for any Exclusive Use or any Restricted Use. For the purposes hereof, "Exclusive Use" shall mean, collectively, operating a financial institution, banking, mortgage lending, insurance, securities services, ATM services, savings and loan, financial services organization, pay day loan company or other commercial or personal lender, trust company, credit card company or mortgage company. For the purposes hereof, "Restricted Use" shall mean, collectively (i) any use which is a public or private nuisance; (ii) any use which produces noise or sound that is objectionable due to intermittence, high frequency, shrillness or loudness; (iii) any use which produces obraxious odors; (iv) any use which produces noxious, toxic, caustic or corrosive fuel or gas; (v) any use which produces dust, dirt or fly ash in excessive quantities; (vi) any use which produces fire, explosion or other damaging or dangerous hazard (including the storage, display or sale of explosives or fireworks); (vii) any establishment selling or exhibiting pornographic materials; (viii) a massage parlor, or the business of "adult" materials, including, without limitation, magazines, oooks, movies, videos, and photographs; provided however, the foregoing limitation shall not be deemed to prohibit the sale of adult magazines, books and photographs in a retail store, so long as no more than one (1) percent of the floor area of such retail store is dedicated to the sale of such materials; (ix) pawn shops; and (x) a fast food restaurant, including without limitation McDonalds, Wendy's, Taco Bell, Potbellies, Subway, Pizza Hut or similar establishments.
- the space depicted on Exhibit C attached hereto (the "Option Area") shall become vacant, Kireland shall have the option (the "Option") to lease the Option Area pursuant to the terms and conditions set forth in this Section 1.3. After GPS determines that the Option Area will be vacant, GPS shall give Kireland written notice of the availability of the Option Area (the "Availability Notice"). Kireland shall exercise its option to lease the Option Area by giving written notice (the "Option Exercise Notice") no later than ninety (90) days after receipt of the Availability Notice. If Kireland fails to exercise the Option within such ninety (90) day period, then GPS shall thereafter have the right to lease the Option Area to any third party upon any terms and conditions determined in the sole discretion of GPS, provided, however, that the Option shall revive and be reinstated each time that the Option Area shall become vacant prior to the expiration or termination of the Lease. If Kireland timely exercises the Option, then Kireland and GPS shall promptly enter into a lease for the Option Area on the same terms and conditions

as provided in the Lease, including, without limitation, with a base rental at the same per square foot rate then applicable under the Lease, provided, however, that Kireland's share of operating expenses and taxes shall be based upon the square footage of the Option Area, and provided, further, that Kireland shall have the unrestricted right to sublease the Option Area to Tenant and its successors and assigns under the Lease in accordance with the terms and conditions set forth in the Lease. Notwithstanding anything herein to the contrary, Kireland may only deliver an Option Exercise Notice if the Tenant, or any successor or assign under the Lease, has exercised its option to lease additional space as set forth in Paragraph 25 of the Lease.

Electricity Charges. Kireland and GPS acknowledge and agree that as of the date hereof electricity charges are assessed against the Premises and the Retained Property collectively. Until such time that the electricity consumed by the Premises is separately metered from the electricity consumed by the Premises can otherwise be determined separately from the electricity consumed by the Retained Property, GPS shall be responsible for 59.09% of the electricity charges assessed against the Premises and the Retained Property, and Kireland shall be responsible for 40.91% of the electricity charges assessed against the Premises and the Retained Property. GPS shall continue to receive and pay, when due, the electrical bill for the entire Property (which includes the Premises and Retained Property) and calculate Kireland's share. Kireland shall reimburse GPS for any amount paid on its behalf, within thirty (30) days of receipt of a written notice from GPS or its agent.

In the event a penalty or late fee is imposed by the electrical company, the party responsible for payment of same shall immediately pay the electric company or reimburse the other in the event the non-responsible party pays the late fee/penalty. In the event Kireland fails to reimburse GPS for payment of Kireland's share of the electric service within thirty (30) days from receipt of written notice from GPS or its agent, Kireland shall pay a late fee equal to ten percent (10%) of the total past due amount each month until paid in full.

GPS shall bear one hundred percent (100%) responsibility for the cost associated with any repair, replacement or maintenance of the equipment servicing the Retained Property or restoring services to the Retained Property. Kireland shall bear one hundred percent (100%) responsibility for the cost associated with any repair, replacement or maintenance of the equipment servicing the Premises or restoring services to the Premises.

Any cost or charge to repair, replace or maintain the equipment servicing the Property (both the Premises and Retained Property) or to reestablish service generally to the Property shall be allocated 40.91% to Kireland and 59.09% to GPS.

1.5 <u>Property Index Numbers</u>. Kireland and GPS agree to reasonably cooperate to promptly cause the Premises and the Retained Property to be subdivided into separate legal and tax parcels, including, without limitation, in preparing and executing any reasonable and customary tax division petitions or related documents necessary in connection therewith.

ARTICLE II

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### LANDLORD/TENANT TAX AND OPERATING EXPENSE RECONCILIATION

2.1 Under the Lease, GPS was entitled to collect one-twelfth (1/12) of the estimated Taxes and Operating Expenses (as such terms are defined in the Lease) from Tenant on a monthly basis, and GPS has in fact collected the same through May 31, 2011 (the "Estimated Funds Collected"). Subject to the remainder of this Section 2.1, GPS shall be entitled to retain all of the Estimated Funds Collected, it being acknowledged and agreed that Taxes and Operating Expenses for the month of May, 2011 have been prorated between Kireland and GPS as of the Effective Date.

In order to ensure that GPS has not under-collected or over-collected for Taxes and Operating Expenses, GPS shall, as soon as reasonably possible but no later than the time limits set forth in the Lease, reconcile Tenant's estimated Taxes and Operating Expenses against the actual Taxes and Operating Expenses.

In the event such reconciliation discloses that Tenant has underpaid Taxes and/or Operating Expenses (an *Underpayment*"), then Kireland agrees to issue an invoice to Tenant demanding payment. Upon receipt of the Underpayment from Tenant, Kireland shall reimburse GPS a like amount. The foregoing notwithstanding, Kireland shall only be responsible for collection and reimbursement of Underpayment arising prior to the Effective Date.

In the event such reconciliation discloses that Tenant has overpaid Taxes and/or Operating Expenses and is entitled to a rent credit or refund, as the case may be (an "Overpayment"), GPS shall immediately upon Jemand pay said amount to Kireland. Once GPS has paid Kireland, Kireland shall be solely liable of Tenant for any such claim for Overpayment. The foregoing notwithstanding, GPS shall only be responsible for payment of Overpayment arising prior to the Effective Date.

#### ARTICLE III

### RIGHTS UPON DEFAULT

Right to Cure. In the event any party defaults in the performance of any of the obligations of this Agreement (the party owning the Parcel with respect to which the default has occurred being deemed the "Defaulting Party"), the non-defaulting party shall have the right, but not the obligation, upon the termination of thirty (30) days' written notice to the Defaulting Party, to cure such default for the account of and at the expense of the Defaulting Party. Notwithstanding the provisions of the preceding sentence, in the event of emergency conditions constituting default, the non-defaulting party acting in good faith shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. Any notice hereunder shall specify with particularity the nature of the default claimed and shall set forth in detail the action which the party giving such notice proposes to take in order to cure the claimed default. To effectuate any such cure, the non-defaulting party shall have the right to enter upon the Parcel of the Defaulting Party to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. Each party shall be

responsible hereunder for the default of its tenants, occupants and agents.

- 3.2 <u>Legal and Equitable Relief.</u> Each party shall have the right to prosecute any proceedings at law or in equity against any other party hereto or any other person, violating or attempting to violate or defaulting upon the provisions of this Agreement, and to recover damages for such violation or default. The remedies available under this Section 3.2 shall include, by way of illustration, but not limitation, suits for damages, ex parte applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, and actions for specific performance of this Agreement.
- default of a Defaulting Party under the provisions of Section 3.1 hereof, together with interest thereon at the reasimum rate allowed by law, and all costs and expenses of any proceedings at law or in equity, including reasonable attorneys' fees awarded to any party by an order of court pursuant to Section 3.1 or 3.2 hereof, shall be assessed against and paid by the Defaulting Party.

#### ARTICLE IV

### COVENANTS RUNNING WITH THE LAND AND RECORDATION

- Covenants Run with the Land All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons acquiring any Parcel, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, unless and until modified as herein provided. It is expressly acknowledged that each covenant to do or refrain from doing some act on each Parcel hereunder (i) is for the benefit of each other Parcel and is a burden upon each Parcel, (ii) runs with each Parcel, and (iii) shall benefit or be binding upon each successive owner during its ownership of each Parcel, or any portion thereof, and each person having any interest therein derived in any manner through any owner of any Parcel, or any portion thereof.
- 4.2 <u>Recordation</u>. This Agreement shall become effective and binding upon the parties and their respective successors in interest in accordance with the provisions of this Article III upon recordation of this Agreement in the real property records of Cook County, I. Imois.

#### ARTICLE V

#### **MISCELLANEOUS**

5.1 <u>Negation of Partnership</u>. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any person who is not a party to this Agreement unless expressly otherwise

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provided.

- Termination and Amendment. Except as otherwise specified in this Agreement, 5.2 this Agreement may be canceled, changed, modified or amended, in whole or in part, only by written and recorded instrument executed by all of the record owners of each Parcel. Notwithstanding the foregoing, this Agreement shall automatically terminate upon the date of the expiration or termination of the Lease (the "Termination Date"), provided, however, that matters arising under Section 1.1 hereof on or before the Termination Date shall survive the Termination Date without limitation.
- Severability. Invalidation of any of the provisions contained in this Agreement, or the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in fuil force and effect.
- Notices Any and all notices given in connection with this Agreement shall be 5.4 deemed adequately given only if in writing and (i) personally delivered; or (ii) sent by a nationally-recognized overnight courier service; or (iii) sent by telecopier. A written notice shall be deemed received (a) when delivered in person; (b) on the next business day immediately following the day sent by overnight courier; and (c) on the day sent by telecopier with confirmation of sending. A written source shall also be deemed received on the date delivery shall have been refused at the address required by this Agreement. Any and all notices referred to in this Agreement or which any party desires to give to another shall be addressed as follows:

If to GPS:

GPS Properties, LLC

521 W. Diversey Parkway

Chicago, IL 60614 Fax: (312) 321-1242

with a copy to:

Louis J. Morelli

Copy Office Morelli Legal Counsel, P.C 2902 Lincoln Highway St. Charles, Illinois 60175

Fax: (630) 377-7502

If to Kireland:

c/o Alex Kurkin, Esq.

Kurkin Forehand Brandes LLP 4300 Biscayne Boulevard, Suite 305

Miami, Florida 33137 Fax: (305) 675-0564

With copies to:

Santander Private Banking

1401 Brickell Avenue, Suite 1500

Miami, Florida 33131

Attention: Juan Jose Zaragosa

Fax: (305) 530-7284

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Richard R. Kalikow, Esq. Diamond McCarthy LLP 620 Eight Avenue, 39<sup>th</sup> Floor New York, New York 10018 Fax: (212) 430-5418

or in such other manner or to such other address, as such party shall designate in a written notice to the other party hereto.

- 5.5 <u>Liability Upon Transfer</u>. A party shall only be liable for a breach of or a default under this Agreement with respect to a Parcel that occurs during the period of such party's ownership of such Parcel. Each party shall be released from all liability under this Agreement accruing after the date on which such party no longer owns the Parcel, but not any liability accruing on or before such date.
- 5.6 Governing Law. This Agreement and all rights and obligations created hereby shall be governed by the laws of the State of Illinois.

[Remainder of page intentionally blank]

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

**GPS PROPERTIES, LLC** 

By:

By:

OF COOK By:

Clerk's Office Kireland East Illinois Street Chicago, LLC

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STATE OF ILLINOIS )	
O $I$ .	) <i>ss</i>
COUNTY OF COOK	)

The undersigned, a notary public in and for the above county and state, certifies that George Stellas. Manager of GPS Properties, LLC, known to me to be the same person whose name is subscribed as principal to the foregoing document, appeared before me and acknowledged, signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth (and certified to the correctness of the signature(s) of the agent(s)).

Dated: OFFICIAL SEAL AMANDA B QUAS
Notary Public - State of Illinois
My Commission Expires Apr 4, 2015

STATE OF ILLINOIS )

SSS.

COUNTY OF COD ( ) SSS.

The undersigned, a notary public in and for the above county and state, certifies that Peter Stellas, Manager of GPS Properties, LLC, known to me to be the same person whose name is subscribed as principal to the foregoing document, appeared before me and acknowledged, signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth (and certified to the correctness of the signature(s) of the agent(s)).

Dated: 5/17/11 (Seal)

Notary Public

OFFICIAL SEAL
AMANGA B GUAS
Notary Public State of Ulinois
My Commission Expires Apr 4, 2015

STATE OF ILLINOIS )

COUNTY OF MEMOT-DOOD)

The undersigned, a notary public in and for the above county and state, certifies that Manager of Kireland East Illinois Street Chicago, LLC, known to me to be the same per or whose name is subscribed as principal to the foregoing document, appeared before me and acknowledged, signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth (and certified to the correctness of the signature(s) of the agent(s)).

Dated: May 16 2011 (Seal)

LUCILLE BEVANS
Commission # EE 050201
Expires December 19, 2014

Bonded Thru Troy Fain I

Notary Public

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### EXHIBIT A PREMISES

Permanent Real Estate Index Number(s):

17-10-219-028-0000

Address(es) of Real Estate: 393 E. Illinois St.

Chicago, IL 60611

#### **PARCEL A**

THAT PART OF LOT 1 IN BLOCK 7 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMEN'S \$7,196320, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 32.10 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 11.91 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: **BEGINNING** AT THE NORTHEAST CORNES, OF SAID LOT 1; THENCE SOUTH 00°00'07" WEST, ALONG THE EAST LINE THEREOF, 128.98 FEET; THENCE NORTH 89°59'44" WEST, 25.84 FEET; THENCE NORTH 00°00'07" EAST, 85.15 FEET; THENCE NORTH 89°59'44" WEST, 15.57 FEET; THENCE NORTH 00°00'07" EAST, 9.06 FEET; THENCE NORTH 89°59'44" WEST, 3.64 FEET; THENCE NORTH 00°00'16" EAST, 34.77 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 89°59'44" EAST, 45.05 FEET TO THE POINT OF BEGINNING, IN COUR COUNTY, ILLINOIS.

#### PARCEL B

THAT PART OF LOT 1 IN BLOCK 7 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSH.P 3º NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106320, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 20.55 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 11.91 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°00 CC WEST, ALONG THE EAST LINE THEREOF, 128.98 FEET; THENCE NORTH 89°59'44" WEST, 25.84 FEET; THENCE NORTH 00°00'07" EAST, 83.96 FEET; THENCE NORTH 89°59'44" WEST, 15.57 FEET; THENCE NORTH 00°00'07" WEST, 58.09 FEET; THENCE SOUTH 44°16'38" EAST, 12.13 FEET; THENCE SOUTH 00°00'07" WEST, 17.18 FEET; THENCE SOUTH 89°59'44" EAST, 7.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND: A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, USE AND ENJOYMENT UPON THE PROPERTY AS DEFINED, DESCRIBED AND DECLARED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED OCTOBER 28, 1997 AS DOCUMENT NUMBER 97804543.

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### EXHIBIT B RETAINED PROPERTY

#### PARCEL 5

THAT PART OF LOT 1 IN BLOCK 7 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106320, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 11.91 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 2.66 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: **BEGINNING** AT THE NORTHWEST CORNER OF GAID LOT 1; THENCE SOUTH 00°00'07" WEST ALONG THE WEST LINE THEREOF, 23.4 FEET; THENCE SOUTH 89°59'44" EAST 1.85 FEET; THENCE NORTH 00°00'16" EAST 1.51 FEET; THENCE SOUTH 89°59'44" EAST 20.48 FEET; THENCE NORTH 00°00'16" EAST 20.56 FEET; THENCE SOUTH 89°59'44" EAST 0.67 FEET; THENCE NORTH 00°00'16" EAST 1.77 FEET TO THE NORTH LINE OF LOT 1; THENCE SOUTH 89°59'16" WEST, ALONG SAID NORTH LINE, 23.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3

THAT PART OF LOT 1 IN BLOCK 7 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87100320, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 20.55 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 11.91 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°00'07" WEST, ALONG THE EAST LINE THEREOF, 128.98 FEET; THENCE NORTH 89°59'44" WES1, 25.84 FEET; THENCE NORTH 00°00'07" EAST, 85.15 FEET; THENCE NORTH 89°59'44" WES7, 15.57 FEET; THENCE NORTH 00°00'07" EAST, 9.06 FEET; THENCE NORTH 89°59'44" VIEST, 26.45 FEET; THENCE SOUTH 00°00'16" WEST, 9.06 FEET TO THE POINT OF BECANNING; THENCE NORTH 89°59'44" WEST, 28.50 FEET; THENCE SOUTH 00°00'07" WEST, 12.12 FEET; THENCE SOUTH 89°59'44" EAST, 16.62 FEET; THENCE NORTH 00°00'07' FAST, 1.47 FEET; THENCE SOUTH 88°50'37" EAST, 6.84 FEET; THENCE SOUTH 00°00'16" WEST, 1.34 FEET; THENCE SOUTH 89°59'44" EAST, 5.04 FEET; THENCE NORTH 00°00'18" EAST, 12.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### **PARCEL C**

THAT PART OF LOT 1 IN BLOCK 7 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106320, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 20.55 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 11.91 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST

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CORNER OF SAID LOT 1; THENCE SOUTH 00°00'07" WEST, ALONG THE EAST LINE THEREOF, 128.98 FEET; THENCE NORTH 89°59'44" WEST, 25.84 FEET; THENCE NORTH 00°00'07" EAST, 85.15 FEET; THENCE NORTH 89°59'44" WEST, 15.57 FEET; THENCE SOUTH 00°00'07" WEST, 20.56 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 89°59'44" WEST, 14.46 FEET; THENCE SOUTH 00°00'07" WEST, 5.90 FEET; THENCE NORTH 89°59'44" WEST, 3.74 FEET; THENCE SOUTH 00°00'07" WEST, 29.79 FEET; THENCE SOUTH 89°59'44" EAST, 16.41 FEET; THENCE SOUTH 44°16'38" EAST, 2.57 FEET; THENCE NORTH 00°00'07" EAST, 37.53 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### **PARCEL D**

THAT PART OF LOT 1 IN BLOCK 7 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14. EAST OF THE THIRD FRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106320, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 32.10 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 11.91 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°00'07" WEST, ALONG THE EAST LINE THEREOF, 128.98 FEET; THENCE NORTH 89°59'44" WEST, 25.84 FEET; THENCE NORTH 00°00'07" EAST, 85.15 FEET; THENCE NORTH 89°59'44" WEST, 15.57 FEET; THENCE NORTH 00°00'07" EAST, 9.06 FEET; PAENCE NORTH 89°59'44" WEST, 3.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 99°59'44" WEST, 22.81 FEET; THENCE SOUTH 00°00'16" WEST, 9.06 FEET; THENCE NORTH 89°59'44" WEST, 105.14 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NOR FF 00°00'07" EAST, ALONG SAID WEST LINE, 43.83 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°59'44" EAST, ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 127.95 FEET TO A POINT BEING 45.05 FEET WEST OF THE NORTHEAST CORNER OF LOT 1, AFORESAID, AS MEASURED ALONG THE NORTH LINE THEREOF; THENCE SOUTH 00°00'16" WEST, 34.77 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### **PARCEL 4**

THAT PART OF LOT 1 IN BLOCK 7 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106320, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 30.28 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 19.30 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 00°00'07" WEST ALONG THE WEST LINE THEREOF, 81.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°59'44" EAST 18.90 FEET; THENCE SOUTH 44°02'50" EAST 4.53 FEET; THENCE SOUTH 00°00'16" WEST 20.93 FEET; THENCE NORTH 89°59'44" WEST 22.05 FEET TO THE WEST LINE OF LOT 1; THENCE NORTH 00°00'07" EAST, ALONG SAID WEST LINE, 24.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 6

THAT PART OF LOT 1 IN BLOCK 7 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF

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THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106320, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 29.49 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 20.55 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 00°00'07" WEST ALONG THE WEST LINE THEREOF, 43.83 FEET, THENCE SOUTH 89°59'44" EAST 65.09 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°59'44" EAST 61.05 FEET; THENCE SOUTH 00°00'16" WEST 0.06 FEET; THENCE SOUTH 89°59'44" EAST 0.93 FEET; THENCE SOUTH 00°00'16" WEST 15.61 FEET; THENCE NORTH 89°59'44" WEST 1.29 FEET; THENCE SOUTH 00°00'10" VEST 4.64 FEET; THENCE SOUTH 89°59'44" EAST 0.37 FEET; THENCE SOUTH 00°00'00"WEST 0.81 FEET; THENCE SOUTH 89°59'44" EAST 1.64 FEET; THENCE SOUTH 00°00'16" WEST 18.92 FEET; THENCE NORTH 89°59'44" WEST 21.42 FEET; THENCE NORTH 00°C0"12" EAST 20.09 FEET; THENCE SOUTH 89°56'17" WEST 12.23 FEET; THENCE SOUTH 00:03'43" EAST 0.14 FEET; THENCE SOUTH 89°56'17" WEST 8.01 FEET; THENCE NORTH 00°03'43" WEST 0.92 FEET; THENCE SOUTH 89°56'17" WEST 2.02 FEET; THENCE SOUTH 00 03'43" EAST 0.89 FEET; THENCE SOUTH 89°56'17" WEST 13.84 FEET; THENCE NORTH 00°03 WEST 0.71 FEET; THENCE SOUTH 89°56'17" WEST 5.20 FEET; THENCE NORTH 00°03'43" WEST 0.24 FEET; THENCE SOUTH 89°56'17" WEST 0.94 FEET; THENCE NORTH 00°00'16" EAST 19.06 FEET; THENCE SOUTH 89°59'44" EAST 0.96 FEET; Ot 10 FEL

COLINIA

C THENCE NORTH 00°00'16" EAST 2.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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