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AFTER RECORDING
RETURN TO:

200 North Dearborn
182 W. Lake Street, #200
Chicago, Illinois 60601
Attn: Audrey Rath

EXEMPT PARA. E
35 ILCS 200/31-45

Date: _____, 2012



Doc#: 1235510090 Fee: \$62.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/20/2012 12:05 PM Pg: 1 of 13

This space reserved for Recorder's use only.

SPECIAL WARRANTY DEED

LAKE DEARBORN, LLC, a Delaware limited liability company ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to the undersigned by DEARBORN RESIDENTIAL, LLC, an Illinois limited liability company ("**Grantee**"), whose mailing address is 182 West Lake Street, Suite 200, Chicago, Illinois 60601, the receipt and sufficiency of such consideration being hereby acknowledged, and in pursuance of the power and authority vested in Grantor and of every other power and authority Grantor hereunto enabling, has GRANTED, SOLD, REMISED, RELEASED, ALIENATED AND CONVEYED, and by these presents does GRANT, SELL, REMISE, RELEASE, ALIENATE AND CONVEY, unto Grantee that certain real property being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements and fixtures situated thereon and hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversions, remainders, rents, issues and profits thereof (collectively, the "**Property**"); subject, however, to those matters described in Exhibit B attached hereto and made a part hereof, tenants in possession under any applicable leases and acts done or suffered to be done by Grantee for all purposes.

TO HAVE AND TO HOLD the Property, unto Grantee and its successors and to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or claim the same, or any part thereof, by, through or under Grantor but not otherwise.

SIGNATURE PAGE TO FOLLOW

308 331

4/27/12
89
M14
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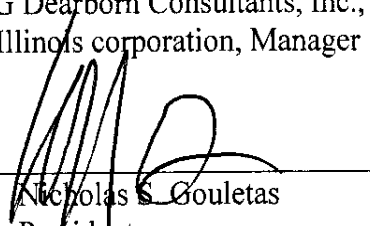
EXECUTED as of the 22nd day of October, 2012.

LAKE DEARBORN, LLC, a Delaware limited liability company

By: Dearborn Holding Company, LLC, an Illinois limited liability company, Manager

By: SEG Dearborn Members, LLC, an Illinois limited liability company, Manager

By: SEG Dearborn Consultants, Inc., an Illinois corporation, Manager

By: 
Nicholas S. Gouletas
President

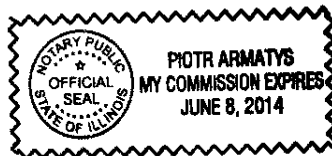
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

The undersigned, a Notary Public, in and for the County and State aforesaid, DOES HEREBY CERTIFY that Nicholas S. Gouletas, who acknowledges that he is the President of SEG Dearborn Consultants, Inc., an Illinois corporation which is the Manager of SEG Dearborn Members, LLC, an Illinois limited liability company which is the Manager Dearborn Holding Company, LLC, an Illinois limited liability company which is the Manager of Lake Dearborn, LLC, a Delaware limited liability company, 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 signed, sealed and delivered the said instrument as his free and voluntary act, and the free and voluntary act of said corporation on behalf of the aforesaid limited liability companies on behalf of Lake Dearborn, LLC, for the uses and purposes therein set forth.

Given under my hand and official seal, this



200 North Dearborn
182 W. Lake Street, #200
Chicago, Illinois 60601



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EXHIBIT A

Legal Description

PARCEL 1:

THAT PART OF SUB LOTS 1 THROUGH 8, BOTH INCLUSIVE IN THE SUBDIVISION OF LOT 8 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, TOGETHER WITH THAT PART OF EAST ½ OF LOT 7 (AS SUCH IS MEASURED ALONG THE SOUTH LINE OF SAID LOT 7) IN BLOCK 17 IN ORIGINAL TOWN OF CHICAGO ALL TAKEN AS A SINGLE TRACT OF LAND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +482.0 FEET CHICAGO CITY DATUM, THE NORTH 111.0 FEET OF THE EAST ½ OF SAID LOT 7 IN BLOCK 17 AFORESAID HAVING A LOWER ELEVATION OF +422.0 FEET CHICAGO CITY DATUM, ALSO THE SOUTH 16.0 FEET OF THE NORTH 127.0 FEET OF THE EAST ½ OF SAID LOT 7 IN BLOCK 17 AFORESAID HAVING A LOWER ELEVATION OF +14.66 FEET CHICAGO CITY DATUM AND THE EAST ½ OF SAID LOT 7 (EXCEPT THE NORTH 127.0 FEET THEREOF) IN BLOCK 17 AFORESAID HAVING A LOWER ELEVATION OF +12.66 FEET CHICAGO CITY DATUM (EXCEPT THAT PART OF SAID TRACT WHICH LIES WEST OF A LINE 82.0 FEET WEST OF THE WEST LINE OF N. DEARBORN STREET AND WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +99.75 FEET CHICAGO CITY DATUM), DESCRIBED AS FOLLOWS: THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +432.78 FEET AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +446.43 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT (THE NORTHEAST CORNER OF SAID TRACT ALSO BEING THE NORTHEAST CORNER OF LOT 1 AFORESAID); THENCE SOUTH 00°-00'-00" WEST ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 24.09 FEET (THE EAST LINE OF SAID TRACT ALSO BEING THE WEST LINE OF N. DEARBORN STREET); THENCE NORTH 89°-59'-10" WEST, 14.92 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 00°-00'-50" WEST, 12.72 FEET; THENCE SOUTH 89°-59'-10" EAST, 3.70 FEET; THENCE SOUTH 00°-00'-50" WEST, 27.52 FEET; THENCE NORTH 89°-59'-10" WEST, 3.70 FEET; THENCE SOUTH 00°-00'-50" WEST, 36.95 FEET; THENCE NORTH 89°-59'-10" WEST, 17.25 FEET; THENCE NORTH 00°-00'-50" EAST, 14.09 FEET; THENCE NORTH 89°-59'-10" WEST, 16.33 FEET; THENCE NORTH 00°-00'-50" EAST, 19.45 FEET; THENCE SOUTH 89°-59'-10" EAST, 0.57 FEET TO A POINT HERINAFTER REFERRED TO AS POINT "A"; THENCE NORTH 00°-00'-50" EAST, 0.85 FEET; THENCE NORTH 89°-59'-10" WEST, 1.90 FEET; THENCE NORTH 00°-00'-50" EAST, 6.15 FEET; THENCE SOUTH 89°-59'-10" EAST, 2.01 FEET; THENCE NORTH 00°-00'-50" EAST, 8.40 FEET; THENCE SOUTH 89°-59'-10" EAST, 4.70 FEET; THENCE NORTH 00°-00'-50" EAST, 4.70 FEET; THENCE SOUTH 89°-59'-10" EAST, 3.87 FEET; THENCE NORTH 00°-00'-50" EAST, 14.75 FEET; THENCE NORTH 89°-59'-10" WEST, 8.75 FEET; THENCE SOUTH 00°-00'-50" WEST, 11.0 FEET; THENCE NORTH 89°-59'-10" WEST, 7.31 FEET; THENCE NORTH 00°-00'-50" EAST; 5.73 FEET; THENCE NORTH 89°-59'-10" WEST, 8.87 FEET; THENCE NORTH 00°-00'-50" EAST, 10.89 FEET; THENCE NORTH 89°-59'-10" WEST, 4.50 FEET; THENCE NORTH 00°-00'-50" EAST. 3.16

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FEET; THENCE SOUTH 89°-59'-10" EAST, 19.90 FEET; THENCE SOUTH 00°-00'-50" WEST, 2.55 FEET; THENCE SOUTH 89°-59'-10" EAST, 6.61 FEET; THENCE NORTH 00°-00'-50" EAST, 2.58 FEET; THENCE SOUTH 89°-59'-10" EAST, 27.25 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +446.43 FEET AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +451.02 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT POINT "A" AFORESAID; THENCE SOUTH 89°-59'-10" EAST, 15.09 FEET; THENCE SOUTH 00°-00'-50" WEST, 19.45 FEET; THENCE NORTH 89°-59'-10" WEST, 15.09 FEET; THENCE NORTH 00°-00'-50" EAST, 19.45 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THAT PART OF SAID TRACT, WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +446.43 FEET AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +482.0 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°-00'-00" WEST ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 24.09 FEET; THENCE NORTH 89°-59'-10" WEST, 14.99 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 00°-00'-50" WEST, 12.72 FEET; THENCE SOUTH 89°-59'-10" EAST, 3.70 FEET; THENCE SOUTH 00°-00'-50" WEST, 27.53 FEET; THENCE NORTH 89°-59'-10" WEST, 3.70 FEET; THENCE SOUTH 00°-00'-50" WEST, 36.95 FEET; THENCE NORTH 89°-59'-10" WEST, 17.25 FEET; THENCE NORTH 00°-00'-50" EAST, 24.60 FEET; THENCE NORTH 89°-59'-10" WEST, 13.30 FEET; THENCE NORTH 00°-00'-50" EAST, 40.02 FEET; THENCE SOUTH 89°-59'-10" EAST, 3.30 FEET; THENCE NORTH 00°-00'-50" EAST, 2.58 FEET; THENCE SOUTH 89°-59'-10" EAST, 27.25 FEET TO THE PLACE OF BEGINNING, ALL IN THE SOUTHEAST ¼ OF SECTION 9, TOWNSHIP 29 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY FOR INGRESS, EGRESS, USE AND ENJOYMENT AS CREATED AND SET FORTH IN THE EASEMENT AGREEMENT RECORDED ON FEBRUARY 25, 2008, AS DOCUMENT NUMBER 0805641067.

P.I.N. #:

17-09-424-007-0000

COMMON ADDRESS: 200 NORTH DEARBORN STREET,
CHICAGO ILLINOIS 60601

Property of Cook County Clerk's Office

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EXHIBIT B

PERMITTED EXCEPTIONS

1. TAXES NOT DUE AND PAYABLE.
2. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES, PER THEE RENT ROLL DATED FEBRUARY 20, 2008.
3. LEASE MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985 AND KNOWN AS TRUST NUMBER 66121 TO 77 WEST WACKER LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP DATED MARCH 7, 1991 AND RECORDED MARCH 18, 1991 AS DOCUMENT 91119739 DEMISING THE LAND FOR A TERM OF SEVENTY-FIVE (75) YEARS AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE,

MEMORANDUM OF ASSIGNMENT OF INTEREST IN LEASE AND SUBLEASE DATED SEPTEMBER 30, 1999 AS DOCUMENT 99946792 AND RE-RECORDED FEBRUARY 22, 2000 AS DOCUMENT 00129948 MADE BY AND BETWEEN 77 WEST WACKER LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP AND 77 WEST WACKER DRIVE, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY.

ASSIGNMENT MADE BY LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985 AND KNOWN AS TRUST NUMBER 66121 TO 200 NORTH DEARBORN LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP RECORDED JULY 24, 2002 AS DOCUMENT 0020812388.

AFFECTING THE PROPERTY AND SPACE WHICH LIES BETWEEN HORIZONTAL PLANES WHICH ARE 50.63 FEET AND 80.63 FEET RESPECTIVELY ABOVE CHICAGO CITY DATUM AND WHICH IS ENCLOSED BY VERTICAL PLANES EXTENDING UPWARD FROM THE BOUNDARIES AT THE SURFACE OF THE EARTH OF THAT PART OF BLOCK 17 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

ALL OF SUBLOTS 1 TO 7 AND THE ALLEY IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17; ALSO,

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LOT 6 (EXCEPT THE EAST 20.00 FEET THEREOF) IN BLOCK 17, IN COOK COUNTY, ILLINOIS.

(AFFECTS PART OF PARCEL 1)

4. LEASE MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985 AND KNOWN AS TRUST NUMBER 66121 TO MCDONALD'S CORPORATION, A DELAWARE CORPORATION, DATED SEPTEMBER 28, 1988, A MEMORANDUM OF WHICH WAS RECORDED MAY 2, 1989 AS DOCUMENT 89197163, AND RE-RECORDED JULY 21, 1989 AD 89335285 DEMISING THE LAND FOR A TERM OF TEN (10) YEARS BEGINNING FEBRUARY 10, 1989, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

NOTE: OPTION TO EXTEND THE TERM OF THE LEASE FOR SUCCESSIVE PERIODS AGGREGATING TEN (10) YEARS.

AGREEMENT AMENDING LEASE RECORDED MAY 2, 1989 AS DOCUMENT 89197164.

ASSIGNMENT MADE BY LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985 AND KNOWN AS TRUST NUMBER 66121 TO 200 NORTH DEARBORN LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP RECORDED JULY 24, 2002 AS DOCUMENT 0020812388.

WE SHOULD BE FURNISHED SATISFACTORY EVIDENCE OF WHETHER OR NOT SAID OPTION HAS BEEN EXERCISED AND THIS COMMITMENT IS SUBJECT TO FURTHER EXCEPTIONS AS MAY BE DEEMED NECESSARY.

5. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS OF THE STIPULATION IN MITIGATION OF DAMAGES APPENDED TO THE ORDER PRELIMINARILY FINDING JUST COMPENSATION ENTERED NOVEMBER 12, 1986 IN CASE 86L50733, CIRCUIT COURT OF COOK COUNTY, ILLINOIS, AS FOLLOWS:

1. THE CITY WILL NOT ACQUIRE ANY INTEREST IN PARCEL 17-10 EXCEPT THE AIR-RIGHTS SO DESIGNED AND DESCRIBED TO ASSURE THAT GREYHOUND WILL RETAIN THE HEADROOM OR CLEARANCE IN THE RESERVED PARCEL AT LEAST EQUAL TO THE HEADROOM OR CLEARANCE PRESENTLY PROVIDED ON LOWER WACKER DRIVE.

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2. ACQUISITION OF THE AIR-RIGHTS BY THE CITY DOES NOT INCLUDE THE RIGHT TO INSTALL STRUCTURES SUPPORTING ANY BUILDING TO BE CONSTRUCTED IN THE AIR-RIGHTS OR THE USE OF THE RESERVED PARCEL FOR ANY CONSTRUCTION OR FOR ANY BUILDINGS TO BE BUILT IN THE AIR-RIGHTS, THE RIGHT TO GRANT OR PERMIT SAID USES IS EXPRESSLY RESERVED TO GREYHOUND.

3. THE CITY AGREES THAT IT WILL NEITHER ITSELF NOR WILL IT AUTHORIZE OTHERS TO UTILIZE THE AIR-RIGHTS IN ANY MANNER WHICH WILL INTERRUPT, EITHER TEMPORARILY OR PERMANENTLY, THE GREYHOUND USE IN THE RESERVED PARCEL NOR THE PLACEMENT OF ANY OBSTRUCTION IN THE RESERVED PARCEL.

4. THE CITY SHALL NOT PREVENT THE USE OF GARVEY COURT AND ITS CONNECTION TO LOWER WACKER DRIVE FOR INGRESS OR EGRESS TO AND THROUGH THE RESERVED PARCEL BY GREYHOUND FOR BUSES OR OTHER VEHICLES.

5. AS AN EXPRESS CONDITION, TO, AND AS PARTIAL CONSIDERATION FOR THE ACQUISITION OF THE AIR-RIGHTS, THE CITY SHALL ALLOW IN PERPETUITY THE USE BY GREYHOUND, WITHOUT REQUIREMENT OF FURTHER LICENSE FOR PAYMENT, OF THE EXISTING RIGHT OF WAY UNDER LAKE STREET FOR VEHICULAR TRAFFIC FROM THE TERMINAL TO THE RESERVED PARCEL.

6. THE ACQUIESCENCE BY GREYHOUND IN PERMITTING THIS ACQUISITION, THE ADOPTION OF THE PLANNED DEVELOPMENT ORDINANCE INCLUDING THE AIR-RIGHTS, OR IN OTHERWISE FACILITATING THE REDEVELOPMENT OF THE SITE SHALL IN NO WAY DIMINISH OR DEROGATE FROM THE RIGHT OF GREYHOUND TO RECEIVE COMPENSATION FOR THE AIR-RIGHTS OR OTHERWISE REDUCE THE FAIR CASH MARKET VALUE OF THE AIR-RIGHTS IN ANY ACTION OR NEGOTIATION TO ACQUIRE THE AIR-RIGHTS.

7. THIS STIPULATION SHALL RESTRICT AND CONDITION ANY NECESSARY GOVERNMENTAL APPROVAL SECURED BY THE CITY TO ACQUIRE THE AIR-RIGHTS AND ANY ACTION OR PROCEEDING TO ACQUIRE THE AIR-RIGHTS BY NEGOTIATION, VOLUNTARY CONVEYANCE, EMINENT DOMAIN OR OTHERWISE.

8. IN ANY CONVEYANCE OF THE AIR-RIGHTS, THE CITY WILL REQUIRE THE GRANTEE TO MAINTAIN IN SOUND CONDITION ANY STRUCTURE BUILT IN THE AIR-RIGHTS TO ASSURE THAT SUCH STRUCTURE WILL NOT DETERIORATE IN A WAY THAT WOULD INTERFERE WITH THE GREYHOUND USE IN THE RESERVED PARCEL.

9. THE TERMS AND PROVISIONS OF THIS STIPULATION SHALL BE FOR THE BENEFIT OF GREYHOUND, ITS SUCCESSORS AND ASSIGNS

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IN THE RESERVED PARCEL. THE GREYHOUND USE SHALL BE CONSTRUED TO INCLUDE ANY USE BROUGHT ABOUT BY REDEVELOPMENT OF THE TERMINAL SITE EITHER FOR BUS OPERATION OR COMMERCIAL, OFFICE, RESIDENTIAL, OR ANY OTHER REDEVELOPMENT PURPOSE FOR WHICH EITHER GREYHOUND AND/OR ITS SUCCESSOR OR ASSIGNS ANY SUBSEQUENTLY DEVELOP ON THE TERMINAL SITE.

(AFFECTS THE AIR RIGHTS IN THE EAST 1/2 OF LOT 7 AFORESAID AND THE SOUTH 1 FOOT OF HADDOCK PLACE AS ORIGINALLY PLATTED LYING NORTH OF AND ADJOINING SAID EAST 1/2 OF LOT 7 IN BLOCK 17 OF THE ORIGINAL TOWN OF CHICAGO, AFORESAID)

10. PERMANENT PERMISSION AND AUTHORITY PURPORTEDLY GRANTED BY THE CITY OF CHICAGO, A MUNICIPAL CORPORATION, TO GREYHOUND LINES, INC., CORPORATION CALIFORNIA, BY THE TERMS OF THE ORDER PRELIMINARILY FINDING JUST COMPENSATION ENTERED NOVEMBER 12, 1986 IN CASE 86L50733, CIRCUIT COURT OF COOK COUNTY, ILLINOIS, TO USE AND MAINTAIN THE TUNNEL, AS THEN CONSTRUCTED, AS A PASSAGE FOR VEHICLES UNDER AND ACROSS WEST LAKE STREET, BETWEEN NORTH DEARBORN STREET AND NORTH CLARK STREET AND AS SET FORTH THEREIN AND HEREINBELOW, AND THE COVENANTS AND CONDITIONS THEREIN CONTAINED OVER THE FOLLOWING DESCRIBED REAL ESTATE:

BEGINNING ON THE NORTH LINE OF SAID WEST LAKE STREET AT THE INTERSECTION OF SAID LINE WITH THE EAST LINE OF NORTH GARVEY COURT, SAID EAST LINE OF NORTH GARVEY COURT BEING ALSO THE WEST LINE OF EAST 1/2 OF LOT 7 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, AFORESAID, AND RUNNING THENCE EAST ALONG SAID NORTH LINE OF WEST LAKE STREET, SAID NORTH LINE BEING ALSO THE SOUTH LINE OF AFORESAID BLOCK 17, A DISTANCE OF 31.35 FEET, THENCE SOUTHWESTWARDLY ALONG AN ARC OF A CIRCLE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 175.35 FEET, A DISTANCE OF 83.35 FEET TO A POINT WHICH IS 8.66 FEET WEST OF THE EAST LINE OF SAID NORTH GARVEY COURT, EXTENDED SOUTH, AND 72.86 FEET SOUTH OF SAID NORTH LINE OF WEST LAKE STREET, THENCE CONTINUING SOUTHWESTWARDLY ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTHWEST, TANGENT TO LAST DESCRIBED ARC OF A CIRCLE AND HAVING A RADIUS OF 33.25 FEET, A DISTANCE OF 8.26 FEET, TO AN INTERSECTION WITH THE SOUTH LINE OF SAID WEST LAKE STREET, AT A POINT 13.45 FEET WEST OF THE EAST LINE OF NORTH GARVEY COURT, EXTENDED SOUTH, THENCE WEST ALONG SAID SOUTH LINE OF WEST LAKE STREET, BEING ALSO THE NORTH LINE OF BLOCK 35 AFORESAID, A DISTANCE OF 68.63 FEET, THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF

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29.63 FEET, TO A POINT WHICH IS 56.39 FEET WEST OF SAID EAST LINE OF N. GARVEY COURT, EXTENDED SOUTH, AND 64.57 FEET SOUTH OF THE NORTH LINE OF SAID NORTH LAKE STREET, THENCE NORTHEASTWARDLY ALONG AN ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST, TANGENT TO LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 88.15 FEET, A DISTANCE OF 32.55 FEET TO A POINT WHICH IS 31.77 FEET WEST OF SAID EAST LINE OF NORTH GARVEY COURT, EXTENDED SOUTH, AND 43.14 FEET SOUTH OF THE NORTH LINE OF NORTH LAKE STREET, THENCE CONTINUING NORTHEASTWARDLY ALONG AN ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST, TANGENT TO LAST DESCRIBED ARC OF A CIRCLE AND HAVING A RADIUS OF 167.50 FEET, A DISTANCE OF 71.05 FEET, TO AN INTERSECTION WITH THE AFORESAID EAST LINE OF NORTH GARVEY COURT, AT A POINT 20.34 FEET NORTH OF THE NORTH LINE OF SAID WEST LAKE STREET, AND THENCE SOUTH ALONG SAID EAST LINE OF NORTH GARVEY COURT, SAID DISTANCE OF 20.34 FEET, TO THE POINT OF BEGINNING AND OTHER PROPERTY NOT NOW IN QUESTION).

6. PERPETUAL EASEMENTS FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, USING, OPERATING, REPAIRING, MAINTAINING, REMODELING, RENEWING AND REPLACEMENT OF CERTAIN STRUCTURES NECESSARY FOR THE SUPPORT AND USE OF THE REAL ESTATE AND THE IMPROVEMENTS TO BE BUILT THEREON AS CONTAINED IN QUIT CLAIM DEED RECORDED MAY 12, 1987 AS DOCUMENT 87254850, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

(FOR FURTHER PARTICULARS, SEE RECORD.)

7. TERMS, PROVISIONS, CONDITIONS AND EASEMENTS CONTAINED IN PEDESTRIAN BRIDGE CONSTRUCTION AND CROSS EASEMENT AGREEMENT (CLARK STREET BRIDGE) DATED OCTOBER 22, 1991 AND RECORDED MARCH 26, 1992 AS DOCUMENT 92199746 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 18, 1981 AND KNOWN AS TRUST NUMBER 52947; NORTH LOOP TRANSPORTATION CENTER LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP; AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985 AND KNOWN AS TRUST NUMBER 66121; 200 NORTH DEARBORN PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP AND 77 WEST WACKER LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP RELATING TO THE CONSTRUCTION OF A PEDESTRIAN BRIDGE; CONSTRUCTION, REPAIR AND SUPPORT EASEMENTS; PEDESTRIAN INGRESS AND EGRESS; OPERATION, MAINTENANCE AND REPAIR OF SAID BRIDGE; ACCESS AND USE OF SAID BRIDGE.

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8. TERMS, PROVISIONS, CONDITIONS AND EASEMENTS CONTAINED IN PEDESTRIAN BRIDGE CONSTRUCTION AND CROSS EASEMENT AGREEMENT (HADDOCK BRIDGE) DATED OCTOBER 22, 1991 AND RECORDED NOVEMBER 12, 1991 AS DOCUMENT 91591893 MADE BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985 AND KNOWN AS TRUST NUMBER 66121; 200 NORTH DEARBORN PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP AND 77 WEST WACKER LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP RELATING TO THE CONSTRUCTION OF A PEDESTRIAN BRIDGE; CONSTRUCTION, REPAIR AND SUPPORT EASEMENTS; PEDESTRIAN INGRESS AND EGRESS; OPERATION, MAINTENANCE AND REPAIR OF SAID BRIDGE; ACCESS AND USE OF SAID BRIDGE.
9. RIGHTS OF PUBLIC OR QUASI-PUBLIC UTILITIES, IF ANY, FOR MAINTENANCE OF POLES, CONDUITS, SEWERS, ETC. IN GARVEY COURT AND HADDOCK PLACE.
10. TERMS, PROVISIONS, AND LIMITATIONS OF AGREEMENT RECORDED AS DOCUMENT 9119736 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985 AND KNOWN AS NUMBER 66121, 200 NORTH DEARBORN PARTNERSHIP, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1989 AND KNOWN AS TRUST NUMBER 11025-08 AND 77 WEST WACKER PARTNERSHIP.
11. TERMS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF THAT CERTAIN COVENANT RECORDED JUNE 7, 1989 AS DOCUMENT 89258719 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE, UNDER TRUST AGREEMENT 66121 AND MCDONALD'S CORPORATION, A DELAWARE CORPORATION, WHEREBY THE LANDLORD, UNDER THE LEASE AGREEMENT RECORDED AS DOCUMENT 89197163 AS AMENDED, AGREES NOT TO USE, LEASE OR OCCUPY THE PREMISES NOW OWNED, LEASED OR CONTROLLED (OTHER THAN THE DEMISED PREMISES) BY SAID LANDLORD FOR A RESTAURANT WHICH FOOD AND BEVERAGES ARE DISPENSED DURING THE TERM OF SAID LEASE AND ANY EXTENSION THEREOF.

NOTE: RESTAURANT IS DEFINED AS A FOOD SERVICE ESTABLISHMENT OF ANY TYPE DERIVING TWENTY-FIVE PERCENT OR MORE OF ITS GROSS ANNUAL SALES FROM THE SALE OF HAMBURGERS, GROUND BEEF PRODUCTS AND FRENCH FRIES.

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12. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCELS 2 THROUGH 8 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.
- (B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.
13. 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. NOTE: THERE IS NO TAX DUE OR PAYABLE AT THIS TIME.
14. MATTERS SHOWN ON THAT CERTAIN PLAT OF SURVEY BY CERTIFIED SURVEY, INC. DATED DECEMBER 05, 2007, NUMBER 060610-A (Y).
15. TERMS, PROVISIONS, COVENANTS, CONDITIONS AND OPTIONS CONTAINED IN AND RIGHTS AND EASEMENTS ESTABLISHED BY THE DECLARATION OF CONDOMINIUM 200 NORTH DEARBORN PRIVATE RESIDENCES, A CONDOMINIUM, RECORDED AS DOCUMENT NO.0805641071, AS AMENDED FROM TIME TO TIME; AND (B) LIMITATIONS AND CONDITIONS IMPOSED BY THE CONDOMINIUM PROPERTY ACT. (note: does not apply to Retail Building).
16. TERMS AND PROVISIONS CONTAINED IN THE ZONING CONTROL AND AIR RIGHTS RESERVATION AGREEMENT RECORDED AS DOCUMENT NO. 0805641070 MADE BY AND BETWEEN DEARBORN RESIDENTIAL, LLC AND DEARBORN RETAIL, LLC RELATING TO THE USE AND CHARACTER OF IMPROVEMENTS NOW LOCATED OR TO BE LOCATED ON THE LAND AND OTHER PROPERTY.
17. EASEMENT AGREEMENT RECORDED AS DOCUMENT NO. 0805641067 SETTING FORTH EASEMENTS OVER THE RESIDENTIAL AND RETAIL PARCELS AS DEFINED THEREIN; EASEMENT FOR SIGNAGE; PROVISIONS AS TO USE, MAINTENANCE AND REPAIR OF IMPROVEMENTS ON THE LAND AND OTHER PROPERTY AND OTHER MISCELLANEOUS PROVISIONS.

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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated Oct 22, 2012 Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me by the
said _____
this 22 day of October
2012.

[Signature]
Notary Public



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated Oct 22, 2012 Signature: [Signature]
Grantee or Agent

Subscribed and sworn to before me by the
said _____
this 22 day of October
2012.

[Signature]
Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]