

# UNOFFICIAL COPY

Loan No. 338249  
RECORDING REQUESTED BY

Thompson Coburn LLP  
55 East Monroe Street, 37<sup>th</sup> Floor  
Chicago, IL 60603  
Attn: Jack L. Parrino



Doc#: 1332945073 Fee: \$92.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/25/2013 03:10 PM Pg: 1 of 28

WHEN RECORDED MAIL TO

The Northwestern Mutual Life Ins. Co.  
720 East Wisconsin Ave. - Rm N16WC  
Milwaukee, WI 53202  
Attn: Lexi J. Phillips

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is entered into as of September 3, 2013, between DOC B'S RESTAURANT 002 LLC, an Illinois limited liability company, d/b/a Doc B's, whose mailing address is 333 North Michigan Avenue, Suite 3000, Chicago, Illinois 60601-4048, Attention: Craig Bernstein, ("Tenant"), RN 124/125 COMPANY, L.L.C., a Delaware limited liability company, whose mailing address 500 North Michigan Avenue, Suite 550, Chicago, Illinois 60611, Attention: Center Manager, ("Borrower"), and THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation ("Lender"), whose address for notices is 720 East Wisconsin Avenue, Milwaukee, WI 53202, Attention: Real Estate Investment Department, Reference Loan No. 338249.

### RECITALS

A. Tenant is the lessee or successor to the lessee, and Borrower is the lessor or successor to the lessor under a certain lease dated August 6, 2013 (the "Lease").

B. Lender has made, or will make, a mortgage loan to be secured by a mortgage, deed to secure a debt or deed of trust from Borrower for the benefit of Lender (as it may be amended, restated or otherwise modified from time to time, the "Lien Instrument") encumbering the fee title to and/or leasehold interest in the land described in Exhibit A attached hereto and the improvements thereon (collectively, the "Property"), wherein the premises covered by the Lease (the "Demised Premises") are located.

C. Borrower and Lender have executed, or will execute, an Absolute Assignment of Leases and Rents (the "Absolute Assignment"), pursuant to which (i) the Lease is assigned to Lender and (ii) Lender grants a license back to Borrower permitting Borrower to collect all rents, income and other sums payable under the Lease until the revocation by Lender of such license, at which time all rents, income and other sums payable under the Lease are to be paid to Lender.

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D. Lender has required the execution of this Agreement by Borrower and Tenant as a condition to Lender making the requested mortgage loan or consenting to the Lease.

E. Tenant acknowledges that, as its consideration for entering into this Agreement, Tenant will benefit by entering into an agreement with Lender concerning Tenant's relationship with any purchaser or transferee of the Property (including Lender) in the event of foreclosure of the Lien Instrument or a transfer of the Property by deed in lieu of foreclosure (any such purchaser or transferee and each of their respective successors or assigns is hereinafter referred to as "Successor Landlord").

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant, Borrower and Lender agree as follows:

1. Tenant and Borrower agree for the benefit of Lender that:
  - (a) Tenant shall not pay, and Borrower shall not accept, any rent or additional rent more than one month in advance;
  - (b) Tenant and Borrower will not enter into any agreement amending or modifying the Lease without Lender's prior written consent, except for amendments or modifications specifically contemplated in the Lease for confirming the lease commencement date, the rent commencement date, the term, the square footage leased, the renewal or extension of the Lease, or the leasing of additional space at the Property;
  - (c) Tenant will not terminate the Lease because of a default thereunder by Borrower unless Tenant shall have first given Lender written notice and a reasonable opportunity to cure such default, but in no event, more than thirty (30) days after receipt of such notice;
  - (d) Tenant, upon receipt of notice from Lender that it has exercised its rights under the Absolute Assignment and revoked the license granted to Borrower to collect all rents, income and other sums payable under the Lease, shall pay to Lender all rent and other payments then or thereafter due under the Lease, and any such payments to Lender shall be credited against the rent or other obligations due under the Lease as if made to Borrower; and Landlord hereby waives any right, claim or demand it may now or hereafter have against Tenant by reason of such payment to Lender, and any such payment shall discharge the obligations of Tenant to make such payment to Landlord;

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(e) Tenant will not conduct any dry cleaning operations on the Demised Premises using chlorinated solvents nor will Tenant use any chlorinated solvents in the operation of their business on the Demised Premises except in compliance with all applicable environmental laws; and

(f) Tenant shall pay any and all termination fees due and payable under the Lease directly to Lender, and Landlord hereby waives any right, claim or demand it may now or hereafter have against Tenant by reason of such payment to Lender, and any such payment shall discharge the obligations of Tenant to make such payment to Landlord.

2. The Lease is hereby subordinated in all respects to the Lien Instrument and to all renewals, modifications and extensions thereof, subject to the terms and conditions hereinafter set forth in this Agreement, but Tenant waives, to the fullest extent it may lawfully do so, the provisions of any statute or rule of law now or hereafter in effect that may give or purport to give it any right or election to terminate or otherwise adversely affect the Lease or the obligations of Tenant thereunder by reason of any foreclosure proceeding.

3. Borrower, Tenant and Lender agree that, unless Lender shall otherwise consent in writing, the fee title to, or any leasehold interest in, the Property and the leasehold estate created by the Lease shall not merge but shall remain separate and distinct, notwithstanding the union of said estates either in Borrower or Tenant or any third party by purchase, assignment or otherwise.

4. If the interests of Borrower in the Property are acquired by a Successor Landlord:

(a) If Tenant shall not then be in default in the payment of rent or other sums due under the Lease or be otherwise in material default under the Lease beyond any applicable notice and/or cure period, the Lease shall not terminate or be terminated and the rights of Tenant thereunder shall continue in full force and effect except as provided in this Agreement;

(b) Tenant agrees to attorn to Successor Landlord as its lessor; Tenant shall be bound under all of the terms, covenants and conditions of the Lease for the balance of the term thereof, including any renewal options which are exercised in accordance with the terms of the Lease;

(c) The interests so acquired shall not merge with any other interests of Successor Landlord in the Property if such merger would result in the termination of the Lease;

(d) If, notwithstanding any other provisions of this Agreement, the acquisition by Successor Landlord of the interests of Borrower in the Property results, in whole or part, in the termination of the Lease, there shall be deemed to have been created a lease between Successor Landlord and Tenant on the same terms and conditions

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as the Lease, except as modified by this Agreement, for the remainder of the term of the Lease with renewal options, if any; and

- (e) Successor Landlord shall be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after Successor Landlord's acquisition of the interests of Borrower in the real estate, have the same remedies against Successor Landlord for the breach of the Lease that Tenant would have had under the Lease against Borrower if the Successor Landlord had not succeeded to the interests of Borrower; provided, however, that Successor Landlord shall not be:
- (i) Liable for the breach of any representations or warranties set forth in the Lease or for any act, omission or obligation of any landlord (including Borrower) or any other party occurring or accruing prior to the date of Successor Landlord's acquisition of the interests of Borrower in the Demised Premises, except for any repair, maintenance and any other obligations of a continuing nature as of the date of such acquisition;
  - (ii) Liable for any obligation to construct any improvements in, or make any alterations to, the Demised Premises, or to reimburse Tenant by way of allowance or otherwise for any such improvements or alterations constructed or made, or to be constructed or made, by or on behalf of Tenant in the Demised Premises;
  - (iii) Subject to any offsets or defenses which Tenant might have against any landlord (including Borrower) prior to the date of Successor Landlord's acquisition of the interests of Borrower in the Demised Premises;
  - (iv) Liable for the return of any security deposit under the Lease unless such security deposit shall have been actually deposited with Successor Landlord;
  - (v) Bound to Tenant subsequent to the date upon which Successor Landlord transfers its interest in the Demised Premises to any third party;
  - (vi) Liable to Tenant under any indemnification provisions set forth in the Lease; or
  - (vii) Liable for any damages in excess of Successor Landlord's equity in the Property.

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The provisions of this paragraph shall be effective and self-operative immediately upon Successor Landlord succeeding to the interests of Borrower without the execution of any other instrument.

5. Tenant represents and warrants that Tenant, all persons and entities owning (directly or indirectly) an ownership interest in Tenant and all guarantors of all or any portion of the Lease: (i) are not, and shall not become, a person or entity with whom Lender is restricted from doing business with under regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated Nationals and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (ii) are not, and shall not become, a person or entity with whom Lender is restricted from doing business under the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders thereunder; and (iii) are not knowingly engaged in, and shall not engage in, any dealings or transaction or be otherwise associated with such persons or entities described in (i) and (ii) above.

6. This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest. In the event of any conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall prevail. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns, and shall remain in full force and effect notwithstanding any renewal, extension, increase, or refinance of the indebtedness secured by the Lien Instrument, without further confirmation. Upon recorded satisfaction of the Lien Instrument, this Agreement shall become null and void and be of no further effect.

[Signature pages to follow]

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

TENANT: DOC B'S RESTAURANT 002 LLC,  
an Illinois limited liability company

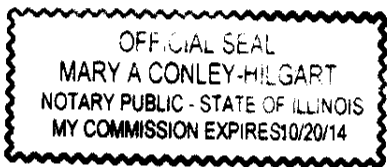
By: [Signature]  
Name: Craig Bernstein  
Its: manager/member

By: [Signature]  
Name: OSCAR COZZINI  
Its: MEMBER

STATE OF Illinois)  
COUNTY OF Cook) SS.

I, Mary A. Conley-Hilgart, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Craig Bernstein and Oscar Cozzini, of DOC B'S RESTAURANT 002 LLC, an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 7th day of October, 2013.



[Signature]  
Notary Public

My Commission expires: 10/20/2014

(Signatures of Borrower and Lender continued on following pages)

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(Signatures continued)

BORROWER: RN 124/125 COMPANY, L.L.C.,  
a Delaware limited liability company

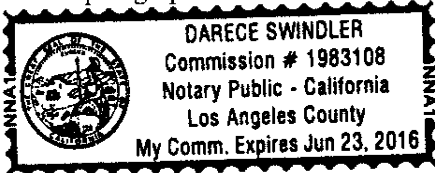
By: MACERICH MANAGEMENT COMPANY,  
a California corporation,  
its authorized agent

By:   
Name: Dana K. Anderson  
Its: Vice Chairman

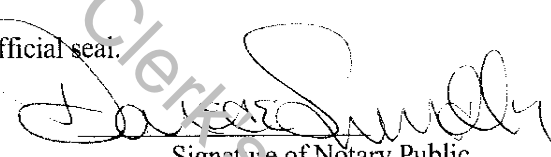
STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On 10/14, 2013 before me, DARECE SWINDLER, personally appeared Dana K. Anderson who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature   
Signature of Notary Public

(SEAL)

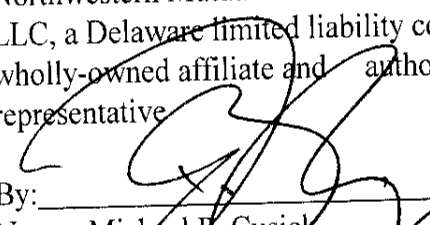
(Signature of Lender continued on following pages)

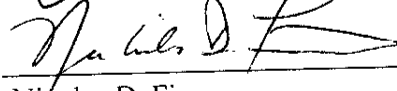
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*(Signatures continued)*

LENDER: THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation

By: Northwestern Mutual Real Estate Investments, LLC, a Delaware limited liability company, its wholly-owned affiliate and authorized representative

By:   
Name: Michael P. Cusick  
Its: Managing Director

Attest:   
Name: Nicolas DeFino  
Its: Assistant Secretary

STATE OF WISCONSIN )

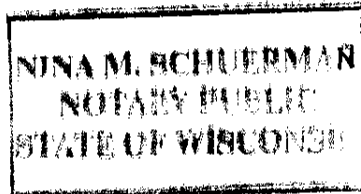
COUNTY OF MILWAUKEE )

Before me Nina M. Schuerman, a Notary Public, this 13<sup>th</sup> day of November, 2013, personally appeared Michael P. Cusick and Nicolas DeFino, the Managing Director and Assistant Secretary respectively, of Northwestern Mutual Real Estate Investments, LLC, on behalf of The Northwestern Mutual Life Insurance Company, and acknowledged the execution of the foregoing instrument as the act and deed of said corporation.

My commission expires: 08/25/2017



Nina M. Schuerman, Notary Public





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Exhibit "A"  
Description of Property

**TRACT 5: (BLOCK 124/125)**

**Fee Simple as to Tract 5 Parcels "A" and "B"; easement as to Tract 5 Parcels "C", "D", "E", "F" and "G", title to the estate or interest in said land is at the effective date hereof vested in:**

**RN 124/125 COMPANY, L.L.C., a Delaware limited liability company**

**TRACT 5: (BLOCK 124/125)**

## TRACT 5, PARCEL A:

ALL OF BLOCK 16, INCLUDING THE VACATED ALLEY, IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTIONAL OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## TRACT 5, PARCEL B:

## PARCEL S1-R1\*:

THAT PART OF THE WEST ½ OF LOT 2 AND ALL OF LOTS 3, 4, 5, 6 AND 7 AND THE WEST 10 FEET OF LOT 8, IN BLOCK 17, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 60.04 FEET OF THE EAST-WEST 18 FOOT PUBLIC ALLEY IN BLOCK 17, AFORESAID;

SAID PARCEL HAVING NO LOWER LIMIT AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION (-)4.00 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS;

\*PARCEL IS SUBTERRANEAN RIGHTS

## PARCEL B1-R1:

THAT PART OF THE WEST ½ OF LOT 2 AND ALL OF LOTS 3, 4, 5, 6 AND 7 AND THE WEST 10 FEET OF LOT 8, IN BLOCK 17, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 60.04 FEET OF THE EAST-WEST 18 FOOT PUBLIC ALLEY IN BLOCK 17, AFORESAID;

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SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (-)4.00 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +12.00 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

PARCEL B1-H1: (ELEVATORS HP-1, HP-2 & HS-1)

THAT PART OF THE WEST ½ OF LOT 2 AND ALL OF LOTS 3, 4, 5, 6 AND 7 AND THE WEST 10 FEET OF LOT 8, IN BLOCK 17, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 60.04 FEET OF THE EAST-WEST 18 FOOT PUBLIC ALLEY IN BLOCK 17, AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 28.79 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF LOT 7 AFORESAID AND A LINE DRAWN 37.48 FEET (AS MEASURED PERPENDICULARLY) EAST OF THE WEST LINE OF LOT 7 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 28.83 FEET TO A POINT, SAID POINT BEING 37.46 FEET (AS MEASURED PERPENDICULARLY) EAST OF THE WEST LINE OF LOT 7 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.33 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 28.83 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 9.33 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (-)1.50 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +12.00 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS;

AND EXCEPTING:

PARCEL B1-H2: (ELEVATOR HF-1)

THAT PART OF THE WEST ½ OF LOT 2 AND ALL OF LOTS 3, 4, 5, 6 AND 7 AND THE WEST 10 FEET OF LOT 8, IN BLOCK 17, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 60.04 FEET OF THE EAST-WEST 18 FOOT PUBLIC ALLEY IN BLOCK 17, AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 2.96 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF LOT 3 AFORESAID AND A LINE DRAWN 44.61 FEET (AS MEASURED PERPENDICULARLY)

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WEST OF THE EAST LINE OF THE WEST  $\frac{1}{2}$  OF LOT 2 AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 10.25 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.62 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 10.25 FEET TO A POINT, SAID POINT BEING 44.61 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF THE WEST  $\frac{1}{2}$  OF LOT 2 AFORESAID; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH SAID EAST LINE, 11.62 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (-)1.00 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +12.00 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS;

PARCEL R1-R1:

THAT PART OF THE WEST  $\frac{1}{2}$  OF LOT 2 AND ALL OF LOTS 3, 4, 5, 6 AND 7 AND THE WEST 10 FEET OF LOT 8, IN BLOCK 17, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 60.04 FEET OF THE EAST-WEST 18 FOOT PUBLIC ALLEY IN BLOCK 17, AFORESAID;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +12.00 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +29.50 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS;

ALSO;

THAT PART OF THE EAST 122.60 FEET OF THE WEST 182.64 FEET OF THE NORTH 8.00 FEET OF THE EAST-WEST 18 FOOT PUBLIC ALLEY IN BLOCK 17, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE 21.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE 29.50 FEET ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

PARCEL R1-H1: (ELEVATORS HP-1, HP-2 AND HS-1)

THAT PART OF THE WEST  $\frac{1}{2}$  OF LOT 2 AND ALL OF LOTS 3, 4, 5, 6 AND 7 AND THE WEST 10 FEET OF LOT 8, IN BLOCK 17, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE

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THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 60.04 FEET OF THE EAST-WEST 18 FOOT PUBLIC ALLEY IN BLOCK 17, AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 28.54 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF LOT 7 AFORESAID AND A LINE DRAWN 36.73 FEET (AS MEASURED PERPENDICULARLY) EAST OF THE WEST LINE OF LOT 7 AFORESAID;  
 THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 30.02 FEET TO A POINT, SAID POINT BEING 36.70 FEET (AS MEASURED PERPENDICULARLY) EAST OF THE WEST LINE OF LOT 7 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.03 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 30.02 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 10.03 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +12.00 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +29.50 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

AND EXCEPTING:

PARCEL R1-H2: (ELEVATOR HF-1)

THAT PART OF THE WEST ½ OF LOT 2 AND ALL OF LOTS 3, 4, 5, 6 AND 7 AND THE WEST 10 FEET OF LOT 8, IN BLOCK 17, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 60.04 FEET OF THE EAST-WEST 18 FOOT PUBLIC ALLEY IN BLOCK 17, AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 2.21 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF LOT 3 AFORESAID AND A LINE DRAWN 43.94 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF THE WEST ½ OF LOT 2 AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 10.16 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.42 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 10.16 FEET TO A POINT, SAID POINT BEING 43.94 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF THE WEST ½ OF LOT 2 AFORESAID; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH SAID EAST LINE, 12.42 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +12.00 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A

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HORIZONTAL PLANE OF ELEVATION +29.50 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS;

AND EXCEPTING:

PARCEL R1-H3: (HOTEL LOBBY AND PORTE-COCHERE)

THAT PART OF THE WEST ½ OF LOT 2 AND ALL OF LOTS 3, 4, 5, 6 AND 7 AND THE WEST 10 FEET OF LOT 8, IN BLOCK 17, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH ¼ SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 60.04 FEET OF THE EAST-WEST 18 FOOT PUBLIC ALLEY IN BLOCK 17, AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 17 AFORESAID, THENCE NORTH 0 DEGREES 02 MINUTES 32 SECONDS EAST, ALONG THE WEST LINE OF SAID BLOCK 17, A DISTANCE OF 14.20 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTH 89 DEGREES 57 MINUTES 28 SECONDS EAST, 2.40 FEET; THENCE NORTH 56 DEGREES 26 MINUTES 12 SECONDS EAST, 6.70 FEET; THENCE NORTH 45 DEGREES 58 MINUTES 00 SECONDS EAST, 6.10 FEET; THENCE NORTH 34 DEGREES 56 MINUTES 42 SECONDS EAST, 5.96 FEET; THENCE NORTH 25 DEGREES 12 MINUTES 47 SECONDS EAST, 6.10 FEET; THENCE NORTH 14 DEGREES 20 MINUTES 51 SECONDS EAST, 2.95 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 20 SECONDS EAST, 2.09 FEET TO A POINT, SAID POINT BEING 19.09 FEET (AS MEASURED PERPENDICULARLY) EAST OF THE WEST LINE OF BLOCK 17 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 17.63 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 20.94 FEET TO A POINT, SAID POINT BEING 36.70 FEET (AS MEASURED PERPENDICULARLY) EAST OF THE WEST LINE OF BLOCK 17 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.95 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 30.44 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.14 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 16.76 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 11.62 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 7.37 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 20.09 FEET TO A POINT, SAID POINT BEING 19.05 FEET (AS MEASURED PERPENDICULARLY) EAST OF THE WEST LINE OF BLOCK 17 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 20 SECONDS EAST, 7.15 FEET; THENCE NORTH 14 DEGREES 53 MINUTES 12 SECONDS WEST, 2.95 FEET; THENCE NORTH 24 DEGREES 23 MINUTES 14 SECONDS WEST, 6.12 FEET; THENCE NORTH 35 DEGREES 58 MINUTES 36 SECONDS WEST, 5.94 FEET; THENCE NORTH 45 DEGREES 37 MINUTES 05 SECONDS WEST, 6.12 FEET; THENCE NORTH 56 DEGREES 15 MINUTES 42 SECONDS WEST, 6.65 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 28 SECONDS WEST, 2.35 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF BLOCK 17 AFORESAID; THENCE SOUTH 0 DEGREES 02

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MINUTES 32 SECONDS WEST, ALONG SAID WEST LINE, 112.43 FEET TO THE  
HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION  
+13.67 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A  
HORIZONTAL PLANE OF ELEVATION +29.50 FEET, CHICAGO CITY DATUM, IN  
COOK COUNTY, ILLINOIS.

PARCEL L1/T1-R1:

THAT PART OF THE WEST ½ OF LOT 2 AND ALL OF LOTS 3, 4, 5, 6 AND 7 AND THE  
WEST 10 FEET OF LOT 8, IN BLOCK 17, IN KINZIE'S ADDITION TO CHICAGO, IN THE  
NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 60.04 FEET OF THE  
EAST-WEST 18 FOOT PUBLIC ALLEY IN BLOCK 17, AFORESAID, AND THAT PART  
OF THE EAST 122.60 FEET OF THE WEST 182.64 FEET OF THE NORTH 8.00 FEET OF  
THE EAST-WEST 18 FOOT PUBLIC ALLEY IN BLOCK 17, AFORESAID;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION  
+29.50 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A  
HORIZONTAL PLANE OF ELEVATION +51.00 FEET, CHICAGO CITY DATUM, IN  
COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

PARCEL L1/T1-H1: (ELEVATORS HP-1, HP-2 AND HS-1)

THAT PART OF THE WEST ½ OF LOT 2 AND ALL OF LOTS 3, 4, 5, 6 AND 7 AND THE  
WEST 10 FEET OF LOT 8, IN BLOCK 17, IN KINZIE'S ADDITION TO CHICAGO, IN THE  
NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 60.04 FEET OF THE  
EAST-WEST 18 FOOT PUBLIC ALLEY IN BLOCK 17, AFORESAID, BOUNDED AND  
DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 28.12 FEET (AS  
MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF LOT 7  
AFORESAID AND A LINE DRAWN 37.48 FEET (AS MEASURED PERPENDICULARLY)  
EAST OF THE WEST LINE OF LOT 7 AFORESAID; THENCE NORTH 0 DEGREES 00  
MINUTES 00 SECONDS EAST, 29.50 FEET TO A POINT, SAID POINT BEING 37.46 FEET  
(AS MEASURED PERPENDICULARLY) EAST OF THE WEST LINE OF LOT 7  
AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST,  
PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.33 FEET; THENCE SOUTH 0  
DEGREES 00 MINUTES 00 SECONDS WEST, 29.50 FEET; THENCE SOUTH 90 DEGREES  
00 MINUTES 00 SECONDS WEST, 9.33 FEET TO THE HEREINABOVE DESIGNATED  
POINT OF BEGINNING;

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SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +29.50 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +51.00 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS;

AND EXCEPTING:

PARCEL L1/T1-H2: (ELEVATOR HF-1)

THAT PART OF THE WEST ½ OF LOT 2 AND ALL OF LOTS 3, 4, 5, 6 AND 7 AND THE WEST 10 FEET OF LOT 8, IN BLOCK 17, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 60.04 FEET OF THE EAST-WEST 18 FOOT PUBLIC ALLEY IN BLOCK 17, AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 2.21 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF LOT 3 AFORESAID AND A LINE DRAWN 43.94 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF THE WEST ½ OF LOT 2 AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 10.64 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.42 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 10.64 FEET TO A POINT, SAID POINT BEING 43.94 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF THE WEST ½ OF LOT 2 AFORESAID; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH SAID EAST LINE, 12.42 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +29.50 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +51.00 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS;

PARCEL L2-L4/T2-R1:

THAT PART OF THE WEST ½ OF LOT 2 AND ALL OF LOTS 3, 4, 5, 6 AND 7 AND THE WEST 10 FEET OF LOT 8, IN BLOCK 17, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 60.04 FEET OF THE EAST-WEST 18 FOOT PUBLIC ALLEY IN BLOCK 17, AFORESAID, AND THAT PART OF THE EAST 122.60 FEET OF THE WEST 182.64 FEET OF THE NORTH 8.00 FEET OF THE EAST-WEST 18 FOOT PUBLIC ALLEY IN BLOCK 17, AFORESAID;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +51.00 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A

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HORIZONTAL PLANE OF ELEVATION +107.83 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:  
 PARCEL L2-L4/T2-H1: (ELEVATORS HP-1, HP-2 AND HS-1)

THAT PART OF THE WEST ½ OF LOT 2 AND ALL OF LOTS 3, 4, 5, 6 AND 7 AND THE WEST 10 FEET OF LOT 8, IN BLOCK 17, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 60.04 FEET OF THE EAST-WEST 18 FOOT PUBLIC ALLEY IN BLOCK 17, AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 28.12 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF LOT 7 AFORESAID AND A LINE DRAWN 37.48 FEET (AS MEASURED PERPENDICULARLY) EAST OF THE WEST LINE OF LOT 7 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 29.30 FEET TO A POINT, SAID POINT BEING 37.46 FEET (AS MEASURED PERPENDICULARLY) EAST OF THE WEST LINE OF LOT 7 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 29.30 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 9.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +51.00 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +107.83 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS;

AND EXCEPTING:

PARCEL L2-L4/T2-H2: (ELEVATOR HF-1)

THAT PART OF THE WEST ½ OF LOT 2 AND ALL OF LOTS 3, 4, 5, 6 AND 7 AND THE WEST 10 FEET OF LOT 8, IN BLOCK 17, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 60.04 FEET OF THE EAST-WEST 18 FOOT PUBLIC ALLEY IN BLOCK 17, AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 2.30 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF LOT 3 AFORESAID AND A LINE DRAWN 43.94 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF THE WEST ½ OF LOT 2 AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 10.92 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE,



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12.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 10.92 FEET TO A POINT, SAID POINT BEING 43.94 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF THE WEST ½ OF LOT 2 AFORESAID; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH SAID EAST LINE, 12.33 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +51.00 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +107.83 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS;

TRACT 5, PARCEL C:

EASEMENT FOR THE BENEFIT OF TRACT 5, PARCEL A AND TRACT 5, PARCEL B OVER THAT PART OF THE PUBLIC WAY EASEMENTS AS CREATED BY THE PUBLIC WAY EASEMENT AGREEMENT DATED JANUARY 29, 1999 AND RECORDED FEBRUARY 3, 1999 AS DOCUMENT NUMBER 99113750 MADE BY AND BETWEEN THE CITY OF CHICAGO, A MUNICIPAL CORPORATION, AND RN 124/125 COMPANY, L.L.C. FOR THE PURPOSE OF THE USE AND OCCUPANCY OF PORTIONS OF THE PUBLIC WAY OVER AND THROUGH THE LAND DESCRIBED THEREIN OTHER THAN THE PORTION OF CONVEYED TO BLOCK 125 RIVER NORTH HOTEL VENTURE, L.L.C., BY SPECIAL WARRANTY DEED DATED APRIL 20, 1999 AND RECORDED APRIL 22, 1999 AS DOCUMENT NUMBER 99388500 MADE BY RN 124/125 COMPANY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO BLOCK 125 RIVER NORTH HOTEL VENTURE, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY; DESCRIBED AS FOLLOWS:

PUBLIC WAY EASEMENTS:

GRAND CONCOURSE AREA - PART I:

THAT PART OF EAST GRAND AVENUE, LYING NORTH OF AND ADJOINING BLOCK 17 AND LYING SOUTH OF AND ADJOINING BLOCK 22, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 101.50 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH A LINE, HEREINAFTER DESCRIBED AS LINE "A" BEING A LINE DRAWN FROM THE POINT

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OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE) TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22, AFORESAID, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75.00 FEET OF BLOCK 22, AFORESAID, 73.47 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 22, AFORESAID; THENCE SOUTH 89 DEGREES 44 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE, 101.50 FEET TO THE WEST LINE OF THE EAST 75.00 FEET OF BLOCK 22 AFORESAID, THENCE SOUTH 0 DEGREES 16 MINUTES 00 SECONDS WEST, ALONG A LINE HERETOFORE DESCRIBED AS LINE "A", 73.34 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

LYING ABOVE A PLANE 14.00 FEET ABOVE GROUND LEVEL AND LYING BELOW A HORIZONTAL PLANE 118.00 FEET ABOVE CHICAGO CITY DATUM;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARTS:

#### GRAND CONCOURSE AREA - PART II

THE SOUTH 19.00 FEET OF THE EAST 63.45 FEET OF THE EAST 101.50 FEET OF TRACT "A", LYING ABOVE A PLANE AT GROUND LEVEL AND LYING BELOW A HORIZONTAL PLANE 118.00 FEET ABOVE CHICAGO CITY DATUM, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT "A" BEING DESCRIBED AS FOLLOWS:

THAT PART OF EAST GRAND AVENUE, LYING NORTH OF AND ADJOINING BLOCK 17 AND LYING SOUTH OF AND ADJOINING BLOCK 22, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 101.50 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH A LINE, HEREINAFTER DESCRIBED AS LINE "A" BEING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE) TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22, AFORESAID,

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(SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75.00 FEET OF BLOCK 22, AFORESAID, 73.47 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 22, AFORESAID; THENCE SOUTH 89 DEGREES 44 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE, 101.50 FEET TO THE WEST LINE OF THE EAST 75.00 FEET OF BLOCK 22 AFORESAID; THENCE SOUTH 0 DEGREES 16 MINUTES 00 SECONDS WEST, ALONG A LINE HERETOFORE DESCRIBED AS LINE "A", 73.34 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND EXCEPTING:

GRAND RETAIL AREA - PART II:

THE SOUTH 19.00 FEET OF THE WEST 38.05 FEET OF THE EAST 101.50 FEET OF TRACT "A", LYING ABOVE A HORIZONTAL PLANE 21.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE 112.08 FEET ABOVE CHICAGO CITY DATUM, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID TRACT "A" BEING DESCRIBED AS FOLLOWS:

THAT PART OF EAST GRAND AVENUE, LYING NORTH OF AND ADJOINING BLOCK 17 AND LYING SOUTH OF AND ADJOINING BLOCK 22, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 101.50 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH A LINE, HERINAFTER DESCRIBED AS LINE "A" BEING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE) TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22 IN KINZIE'S ADDITION TO CHICAGO, AFORESAID, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75.00 FEET OF BLOCK 22, AFORESAID, 73.47 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 22, AFORESAID; THENCE SOUTH 89 DEGREES 44 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE, 101.50 FEET TO THE WEST LINE OF THE EAST 75.00 FEET OF BLOCK 22 AFORESAID; THENCE SOUTH 0 DEGREES 16 MINUTES 00 SECONDS WEST, ALONG A LINE HERETOFORE DESCRIBED AS LINE

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"A", 73.34 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

ALSO;

THE NORTH 20.00 FEET OF THE EAST 101.50 FEET OF TRACT "A", LYING ABOVE A PLANE 11.00 FEET ABOVE GROUND LEVEL AND LYING BELOW A PLANE 14.00 FEET ABOVE GROUND LEVEL, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID TRACT "A" BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 101.50 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH A LINE, HEREINAFTER DESCRIBED AS LINE "A" BEING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE) TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22, AFORESAID, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75.00 FEET OF BLOCK 22, AFORESAID, 73.47 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 22, AFORESAID; THENCE SOUTH 89 DEGREES 44 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE, 101.50 FEET TO THE WEST LINE OF THE EAST 75.00 FEET OF BLOCK 22 AFORESAID; THENCE SOUTH 0 DEGREES 16 MINUTES 00 SECONDS WEST, ALONG A LINE HERETOFORE DESCRIBED AS LINE "A", 73.34 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

GRAND CONCOURSE AREA - PART II:

THE SOUTH 19.00 FEET OF THE EAST 63.45 FEET OF THE EAST 101.50 FEET OF TRACT "A", LYING ABOVE A PLANE AT GROUND LEVEL AND LYING BELOW A HORIZONTAL PLANE 118.00 FEET ABOVE CHICAGO CITY DATUM, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT "A" BEING DESCRIBED AS FOLLOWS:

THAT PART OF EAST GRAND AVENUE, LYING NORTH OF AND ADJOINING BLOCK 17 AND LYING SOUTH OF AND ADJOINING BLOCK 22, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS

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## FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 101.50 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH A LINE, HEREINAFTER DESCRIBED AS LINE "A" BEING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE) TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22, AFORESAID, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75.00 FEET OF BLOCK 22, AFORESAID, 73.47 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 22, AFORESAID; THENCE SOUTH 89 DEGREES 44 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE, 101.50 FEET TO THE WEST LINE OF THE EAST 75.00 FEET OF BLOCK 22 AFORESAID; THENCE SOUTH 0 DEGREES 16 MINUTES 00 SECONDS WEST, ALONG A LINE HERETOFORE DESCRIBED AS LINE "A", 73.34 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## GRAND RETAIL AREA - PART I:

THAT PART OF EAST GRAND AVENUE, LYING NORTH OF AND ADJOINING BLOCK 17, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 101.50 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED AREA; THENCE CONTINUING NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, AND ITS WESTERLY EXTENSION, 135.61 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 12.00 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE WEST LINE OF BLOCK 17, AFORESAID AND ITS NORTHERLY EXTENSION (BEING ALSO THE EAST LINE OF NORTH RUSH STREET); THENCE NORTH 0 DEGREES 02 MINUTES 32 SECONDS EAST, ALONG SAID PARALLEL LINE, 19.00 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 19.00 FEET (AS MEASURED PERPENDICULARLY) NORTH OF AND PARALLEL WITH THE NORTH LINE OF

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BLOCK 17 AND ITS WESTERLY EXTENSION AFORESAID; THENCE SOUTH 89 DEGREES 48 MINUTES 42 SECONDS EAST, ALONG SAID PARALLEL LINE, 135.68 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH A LINE, HEREINAFTER DESCRIBED AS LINE "A" BEING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE) TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22 IN KINZIE'S ADDITION TO CHICAGO, AFORESAID, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75.00 FEET OF BLOCK 22, AFORESAID; THENCE SOUTH 0 DEGREES 16 MINUTES 00 SECONDS WEST, ALONG SAID PARALLEL LINE, 19.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

LYING ABOVE A HORIZONTAL PLANE 24.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE 112.08 FEET ABOVE CHICAGO CITY DATUM; IN COOK COUNTY, ILLINOIS.

## GRAND RETAIL AREA - PART II:

THE SOUTH 19.00 FEET OF THE WEST 38.05 FEET OF THE EAST 101.50 FEET OF TRACT "A", LYING ABOVE A HORIZONTAL PLANE 21.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE 112.08 FEET ABOVE CHICAGO CITY DATUM, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID TRACT "A" BEING DESCRIBED AS FOLLOWS:

THAT PART OF EAST GRAND AVENUE, LYING NORTH OF AND ADJOINING BLOCK 17 AND LYING SOUTH OF AND ADJOINING BLOCK 22, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 101.50 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH A LINE, HEREINAFTER DESCRIBED AS LINE "A" BEING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE)

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TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22 IN KINZIE'S ADDITION TO CHICAGO, AFORESAID, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75.00 FEET OF BLOCK 22, AFORESAID, 73.47 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 22, AFORESAID; THENCE SOUTH 89 DEGREES 44 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE, 101.50 FEET TO THE WEST LINE OF THE EAST 75.00 FEET OF BLOCK 22 AFORESAID; THENCE SOUTH 0 DEGREES 16 MINUTES 00 SECONDS WEST, ALONG A LINE HERETOFORE DESCRIBED AS LINE "A", 73.34 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## RUSH RETAIL - PART I:

(BEING PART OF RUSH RETAIL / HOTEL AREA- PART I, RECORDED FEBRUARY 3, 1999 AS DOCUMENT NO. 99113750)

THAT PART OF THE EAST 12.00 FEET OF NORTH RUSH STREET, LYING WEST OF AND ADJOINING BLOCK 17, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 17; THENCE SOUTH 0 DEGREES 02 MINUTES 32 SECONDS WEST, ALONG THE WEST LINE OF SAID BLOCK 17 (BEING ALSO THE EAST LINE OF NORTH RUSH STREET) 75.97 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED AREA; THENCE CONTINUING SOUTH 0 DEGREES 02 MINUTES 32 SECONDS WEST, ALONG SAID WEST LINE, 142.12 FEET TO THE SOUTHWEST CORNER OF BLOCK 17 AFORESAID; THENCE NORTH 89 DEGREES 48 MINUTES 59 SECONDS WEST, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 17 AFORESAID, 12.00 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 12.00 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE WEST LINE OF BLOCK 17 AFORESAID; THENCE NORTH 0 DEGREES 02 MINUTES 32 SECONDS EAST, ALONG SAID PARALLEL LINE, 142.09 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF BLOCK 17 AFORESAID; THENCE SOUTH 89 DEGREES 57 MINUTES 28 SECONDS EAST, ALONG SAID PERPENDICULAR LINE, 12.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

LYING ABOVE A HORIZONTAL PLANE 24.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE 107.83 FEET ABOVE CHICAGO CITY DATUM; IN COOK COUNTY, ILLINOIS.

## RUSH RETAIL - PART II:

(BEING PART OF RUSH RETAIL / HOTEL AREA- PART II, RECORDED FEBRUARY 3, 1999 AS DOCUMENT NO. 99113750)

THAT PART OF THE EAST 12.00 FEET OF NORTH RUSH STREET, LYING WEST OF AND ADJOINING BLOCK 17, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH

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FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 17; THENCE SOUTH 0 DEGREES 02 MINUTES 32 SECONDS WEST, ALONG THE WEST LINE OF SAID BLOCK, (BEING ALSO THE EAST LINE OF NORTH RUSH STREET) 75.97 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 28 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.00 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 12.00 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE WEST LINE OF BLOCK 17 AFORESAID; THENCE NORTH 0 DEGREES 02 MINUTES 32 SECONDS EAST, ALONG SAID PARALLEL LINE, 76.00 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF BLOCK 17 AFORESAID (BEING ALSO THE WESTERLY EXTENSION OF THE SOUTH LINE OF EAST GRAND AVENUE); THENCE SOUTH 89 DEGREES 48 MINUTES 42 SECONDS EAST, ALONG SAID WESTERLY EXTENSION, 12.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

LYING ABOVE A HORIZONTAL PLANE 24.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE 107.83 FEET ABOVE CHICAGO CITY DATUM; IN COOK COUNTY, ILLINOIS.

RUSH CONCOURSE AREA:

THAT PART OF NORTH RUSH STREET, LYING WEST OF AND ADJOINING BLOCK 17 AND LYING EAST OF AND ADJOINING BLOCK 16, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 17; THENCE SOUTH 0 DEGREES 02 MINUTES 32 SECONDS WEST, ALONG THE WEST LINE OF SAID BLOCK, (BEING ALSO THE EAST LINE OF NORTH RUSH STREET) 55.72 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 28 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.00 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 12.00 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE WEST LINE OF BLOCK 17 AFORESAID, SAID POINT BEING ALSO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED AREA; THENCE SOUTH 0 DEGREES 02 MINUTES 32 SECONDS WEST, ALONG SAID PARALLEL LINE, 110.55 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF BLOCK 17 AFORESAID AND 166.27 FEET (AS MEASURED ALONG THE WEST LINE OF SAID BLOCK) SOUTH OF THE NORTHWEST CORNER OF BLOCK 17 AFORESAID; THENCE NORTH 89 DEGREES 57 MINUTES 28 SECONDS WEST, ALONG SAID PERPENDICULAR LINE, 53.72 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF BLOCK 16, AFORESAID (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH RUSH STREET); THENCE NORTH 0 DEGREES 00 MINUTES 21 SECONDS EAST, ALONG SAID EAST LINE, 110.55 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO



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THE WEST LINE OF BLOCK 17 AFORESAID; THENCE SOUTH 89 DEGREES 57 MINUTES 28 SECONDS EAST, ALONG SAID PERPENDICULAR LINE, 53.79 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

LYING ABOVE A PLANE 14.00 FEET ABOVE GROUND LEVEL AND LYING BELOW A HORIZONTAL PLANE 130.00 FEET ABOVE CHICAGO CITY DATUM;

ALSO;

THE WEST 12.50 FEET OF TRACT "A", LYING ABOVE A PLANE 9.00 FEET ABOVE GROUND LEVEL AND LYING BELOW A PLANE 14.00 FEET ABOVE GROUND LEVEL, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID TRACT "A" BEING DESCRIBED AS FOLLOWS:

THAT PART OF NORTH RUSH STREET, LYING WEST OF AND ADJOINING BLOCK 17 AND LYING EAST OF AND ADJOINING BLOCK 16, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 17; THENCE SOUTH 0 DEGREES 02 MINUTES 32 SECONDS WEST, ALONG THE WEST LINE OF SAID BLOCK, (BEING ALSO THE EAST LINE OF NORTH RUSH STREET) 55.72 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 28 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.00 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 12.00 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE WEST LINE OF BLOCK 17 AFORESAID, SAID POINT BEING ALSO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED AREA; THENCE SOUTH 0 DEGREES 02 MINUTES 32 SECONDS WEST, ALONG SAID PARALLEL LINE, 110.55 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF BLOCK 17 AFORESAID AND 166.27 FEET (AS MEASURED ALONG THE WEST LINE OF SAID BLOCK) SOUTH OF THE NORTHWEST CORNER OF BLOCK 17 AFORESAID; THENCE NORTH 89 DEGREES 57 MINUTES 28 SECONDS WEST, ALONG SAID PERPENDICULAR LINE, 53.72 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF BLOCK 16, AFORESAID (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH RUSH STREET); THENCE NORTH 0 DEGREES 00 MINUTES 21 SECONDS EAST, ALONG SAID EAST LINE, 110.55 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF BLOCK 17 AFORESAID; THENCE SOUTH 89 DEGREES 57 MINUTES 28 SECONDS EAST, ALONG SAID PERPENDICULAR LINE, 53.79 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PUBLIC AREA - A:

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THAT PART OF EAST GRAND AVENUE, LYING NORTH OF AND ADJOINING BLOCK 17 AND LYING SOUTH OF BLOCK 22, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 38.99 FEET; THENCE NORTH 44 DEGREES 48 MINUTES 42 SECONDS WEST, 15.55 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH A LINE, HEREINAFTER DESCRIBED AS LINE "A" BEING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE) TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22, AFORESAID, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75.00 FEET OF BLOCK 22, AFORESAID; THENCE NORTH 0 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG SAID PARALLEL LINE, 44.01 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 55.00 FEET (AS MEASURED PERPENDICULARLY) NORTH OF AND PARALLEL WITH THE NORTH LINE OF BLOCK 17 AFORESAID; THENCE SOUTH 89 DEGREES 48 MINUTES 42 SECONDS EAST, ALONG SAID PARALLEL LINE, 50.00 FEET TO THE POINT OF INTERSECTION WITH A LINE HERETOFORE DESCRIBED LINE "A"; THENCE SOUTH 0 DEGREES 16 MINUTES 00 SECONDS WEST, ALONG SAID LINE "A", 55.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

LYING ABOVE A HORIZONTAL PLANE 24.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE 35.00 FEET ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

## PUBLIC AREA - B:

THE SOUTH 19.00 FEET OF THE EAST 63.45 FEET OF THE EAST 101.50 FEET OF TRACT "A", LYING ABOVE A PLANE AT GROUND LEVEL AND LYING BELOW A HORIZONTAL PLANE 24.00 FEET ABOVE CHICAGO CITY DATUM, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT "A" BEING DESCRIBED AS FOLLOWS:

THAT PART OF EAST GRAND AVENUE, LYING NORTH OF AND ADJOINING BLOCK 17 AND LYING SOUTH OF AND ADJOINING BLOCK 22, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE

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14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 101.50 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH A LINE, HEREINAFTER DESCRIBED AS LINE "A" BEING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE) TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22, AFORESAID, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75.00 FEET OF BLOCK 22, AFORESAID, 73.47 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 22, AFORESAID; THENCE SOUTH 89 DEGREES 44 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE, 101.50 FEET TO THE WEST LINE OF THE EAST 75.00 FEET OF BLOCK 22 AFORESAID; THENCE SOUTH 0 DEGREES 16 MINUTES 00 SECONDS WEST, ALONG A LINE HERETOFORE DESCRIBED AS LINE "A", 73.34 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 5, PARCEL D:

PARKING EASEMENT IN FAVOR OF TRACT 5, PARCEL A AND TRACT 5, PARCEL B AND CREATED BY BLOCK 119 PARKING EASEMENT AGREEMENT (IN FAVOR OF BLOCK 120 RETAIL/OFFICE AND BLOCK 124/125 RETAIL) DATED AUGUST 1, 1998 AND RECORDED AUGUST 31, 1998 AS DOCUMENT NUMBER 9874491, AND AMENDED BY AMENDMENT TO BLOCK 119 PARKING EASEMENT AGREEMENT DATED APRIL 20, 1999 AND RECORDED APRIL 22, 1999 AS DOCUMENT NUMBER 99388899 OVER THE LAND DESCRIBED THEREIN.

TRACT 5, PARCEL E:

PARKING EASEMENT IN FAVOR OF TRACT 5, PARCEL A AND TRACT 5, PARCEL B AND CREATED BY BLOCK 124 PARKING EASEMENT AGREEMENT (IN FAVOR OF BLOCK 124/125 DATED AUGUST 1, 1998 AND RECORDED AUGUST 27, 1998 AS DOCUMENT NUMBER 98767561, AND AMENDED BY AMENDMENT TO BLOCK 124 PARKING EASEMENT AGREEMENT DATED APRIL 20, 1999 AND RECORDED APRIL 22, 1999 AS DOCUMENT NUMBER 99388897 OVER THE LAND DESCRIBED THEREIN.

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## TRACT 5, PARCEL F:

PARKING EASEMENT IN FAVOR OF TRACT 5, PARCEL A AND TRACT 5, PARCEL B AND CREATED BY BLOCK 124 PARKING EASEMENT AGREEMENT (IN FAVOR OF BLOCK 120 RETAIL/OFFICE AND BLOCK 124/125 RETAIL) DATED AUGUST 1, 1999 AND RECORDED AUGUST 27, 1999 AS DOCUMENT NUMBER 98767560, AND AMENDED BY AMENDMENT TO BLOCK 124 PARKING EASEMENT DATED APRIL 20, 1999 AND RECORDED APRIL 22, 1999 AS DOCUMENT NUMBER 99388898 OVER THE LAND DESCRIBED THEREIN.

## TRACT 5, PARCEL G:

EASEMENT IN FAVOR OF TRACT 5, PARCEL A AND TRACT 5, PARCEL B AS CREATED BY RECIPROCAL EASEMENT AND OPERATING AGREEMENT BY AND BETWEEN RN 124/125 COMPANY, L.L.C. AND BLOCK 125 RIVER NORTH HOTEL VENTURE, L.L.C., DATED APRIL 20, 1999 AND RECORDED APRIL 22, 1999 AS DOCUMENT NUMBER 99388901 OVER THE LAND DESCRIBED THEREIN; AS AMENDED BY FIRST AMENDMENT TO RECIPROCAL EASEMENT AND OPERATING AGREEMENT RECORDED JULY 31, 2006 AS DOCUMENT 0621248047, AND RECORDED AUGUST 14, 2006 AS DOCUMENT 0622648001 AND BY SECOND AMENDMENT TO RECIPROCAL EASEMENT AND OPERATING AGREEMENT RECORDED JULY 25, 2007 AS DOCUMENT 0720618063.

**Common Address:** 501 North Rush Street, Chicago, Illinois 60611

**PINs:** 17-10-124-029-0000; 17-10-124-030-0000; 17-10-124-031-0000; 17-10-124-032-0000;  
17-10-124-033-0000; 17-10-124-034-0000; 17-10-124-035-0000; 17-10-124-036-0000