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WHEN RECORDED RETURN TO:

Perkins Coie LLP
131 S. Dearborn Street
Suite 1700
Chicago, Illinois 60603-5559
Attention: Daniel GM Marre



Doc#: 1504245080 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/11/2015 12:39 PM Pg: 1 of 10

Property of Cook County Clerk's Office

The above space for recorder's use only

TERMINATION OF

AMENDED AND RESTATED TEMPORARY CONSTRUCTION EASEMENT

THIS TERMINATION OF AMENDED AND RESTATED TEMPORARY CONSTRUCTION EASEMENT ("*Termination Agreement*") is made as of this 13th day of May 2014 by and between 465 N. PARK DRIVE, LLC, a Delaware limited liability company ("*Grantor*"), and NEW WATER PARK LLC, a Delaware limited liability company ("*Grantee*").

RECITALS

- A. Grantor and Grantee are parties to that certain Amended and Restated Temporary Construction Easement Agreement dated as of December 7, 2012 and recorded with the Cook County Recorder of Deeds on December 11, 2012 as Document No. 1234622065 (the "*Temporary Easement Agreement*").
- B. Grantee owns that certain real property (the "*Site*") in the City of Chicago and more particularly described on **Exhibit A** attached hereto.

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- C. Grantor owns that certain real property adjacent to the Site (the "*Adjacent Property*") in the City of Chicago and more particularly described on **Exhibit B** attached hereto.
- D. Grantor and Grantee wish to terminate the Temporary Easement Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Temporary Easement Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Temporary Easement Agreement.
2. **Termination.**
 - (a) The Temporary Easement Agreement is hereby terminated as of 11:59 p.m. on May 31, 2014 (the "*Termination Time*"). From and after the Termination Time, Grantee shall no longer be permitted to use the Adjacent Property for the Permitted Use.
 - (b) The obligation of Grantee to pay any of the Fees for any period following the Termination Time shall terminate and expire at the Termination Time.
 - (c) The obligations imposed upon Grantee under Section 2(d), Section 4(f), Section 4(g), Section 4(h), and Section 5 of the Temporary Easement Agreement shall survive the termination of the Temporary Easement Agreement.
 - (d) The parties intend to release the Temporary Easement Agreement from the public records.
3. **Miscellaneous.**
 - (a) The invalidity or unenforceability of any provision of this Termination Agreement shall not affect the other provisions hereof, and this Termination Agreement shall be construed in all respects as if such invalid and unenforceable provisions were omitted.
 - (b) All provisions of this Termination Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in the Adjacent Property, to the extent applicable.
 - (c) This Termination Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Illinois.

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4. **Recording and Release.** This Termination Agreement shall be recorded in the real estate records of Cook County, Illinois.
5. **Incorporation.** The Recitals and all exhibits attached hereto are hereby incorporated into this Agreement by reference.

[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, the parties have executed and delivered this Termination Agreement as of the date first written above.

GRANTOR:

GRANTEE:

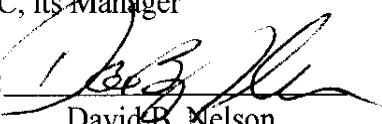
465 N. PARK DRIVE, LLC,
a Delaware limited liability company

NEW WATER PARK LLC, a Delaware
limited liability company

By: Metropolitan Life Insurance
Company, its Sole Member

By: DRW Real Estate Management I,
LLC, its Manager

By: _____
Name: Elizabeth Clark
Its: Managing Director

By: 
David B. Nelson
Vice President

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IN WITNESS WHEREOF, the parties have executed and delivered this Termination Agreement as of the date first written above.

GRANTOR:


GRANTEE:


465 N. PARK DRIVE, LLC,
a Delaware limited liability company

NEW WATER PARK LLC, a Delaware
limited liability company

By: Metropolitan Life Insurance
Company, its Sole Member

By: DRW Real Estate Management I,
LLC, its Manager

By: 
Name Elizabeth Clark
Its: Managing Director

By: 
David B. Nelson
Vice President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

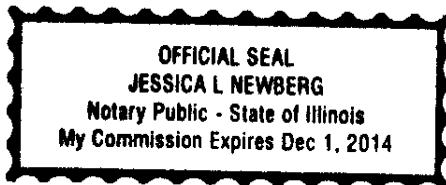
I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, _____ of Metropolitan Life Insurance Company, the sole member of 465 N. Park Drive, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2014.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jessica Newberg, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that David B. Nelson, Vice President of DRW Real Estate Management I, LLC, itself Manager of NEW WATER PARK, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8 day of May, 2014.



A handwritten signature in black ink, appearing to be 'JL Newberg', written over the notary seal.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Alina M. Evangelou, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Elizabeth S. Clark, Managing Director of Metropolitan Life Insurance Company, the sole member of 465 N. Park Drive, LLC, a Delaware limited liability company, who is 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 she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

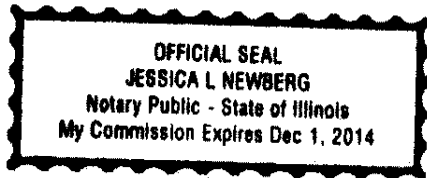
GIVEN under my hand and Notarial Seal this 13th day of May, 2014.



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jessica Newberg, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that David B. Nelson, Vice President of DRW Real Estate Management I, LLC, itself Manager of NEW WATER PARK, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8 day of May, 2014



A handwritten signature in cursive script, appearing to read "Jessica Newberg".

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Exhibit A Legal Description of the Site

Parcel 1:

That part of Lots 1 and 2 in Block 8 in Cityfront Center, being a resubdivision in the North Fraction of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded on February 24, 1987 as Document 87106320, bounded and described as follows: Beginning at a point on the East line of Block 8 (said East line being also the West line of North New Street) which is 175.00 feet, as measured along said East line, South of the North line of said Block 8 and running thence southwardly along said East line of Block 8, a distance of 115.00 feet; thence westwardly along a line parallel with the North line of Block 8, a distance of 215.00 feet to an intersection with the West line of said Lots 1 and 2; thence northwardly along said West line of Lots 1 and 2, a distance of 115.00 feet, thence eastwardly along a line parallel with said North line of Block 8, a distance of 215.00 feet to the point of beginning.

Parcel 2:

That part of Lot 2 in Block 8 in Cityfront Center, being a resubdivision in the North Fraction of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded on February 24, 1987 as Document 87106320, bounded and described as follows: Beginning at a point at the East line of Block 8 (said East line being also the West line of North New Street) which is 290.00 feet, as measured along said East line, South of the North line of said Block 8 and running thence southwardly along said East line of Block 8, a distance of 38.25 feet; thence westwardly along a line parallel with the North line of Block 8, a distance of 215.00 feet to an intersection with the West line of said Lot 2; thence northwardly along said West line of Lot 2, a distance of 38.25 feet; thence eastwardly along a line parallel with said North line of Block 8, a distance of 215.00 feet to the point of beginning.

Parcel 3:

That part of Lot 1 in Block 8 in Cityfront Center, being a resubdivision in the North Fraction of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof recorded on February 24, 1987 as Document 87106320, bounded and described as follows: Beginning at a point on the East line of Block 8 (said East line being also the West line of North New Street) which is 160.00 feet, as measured along said East line, South of the North line of said Block 8 and running thence southwardly along said East line of Block 8, a distance of 15.00 feet; thence westwardly along a line parallel with the North line of Block 8, a distance of 215.00 feet to an intersection with the West line of said Lot 1; thence northwardly along said West line of Lot 1, a distance of 15.00 feet; thence eastwardly along a line parallel with said North line of Block 8, a distance of 215.00 feet to the point of beginning.

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Parcel 4:

Lot 2 in Block 8 (Except the North 91.75 feet thereof) in Cityfront Center, being a resubdivision of 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 in Cook County, Illinois.

Common Address: 455 North Park Drive, Chicago, Illinois

P.I.N.s: 17-10-219-020-0000 Vol. 501
17-10-219-021-0000 Vol. 501
17-10-219-031-0000 Vol. 501

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Exhibit B
Legal Description of the Adjacent Property

THE NORTH 160.00 FEET OF LOT 1 IN BLOCK 8 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON FEBRUARY 24, 1987 AS DOCUMENT 87106320.

Common Address: 465 North Park Drive, Chicago, Illinois

P.I.N.s: 17-10-219-017-0000 Vol. 501