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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME

SL PRU LLC

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A.

17. MISCELLANEOUS:

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SCHEDULE A

TO UCC FINANCING STATEMENT

Debtor: **SL PRU LLC**, a Delaware limited liability company

Secured Party: **GERMAN AMERICAN CAPITAL CORPORATION**, a Maryland corporation

This Financing Statement covers the following types (or items) of property:

All right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following (collectively, the "**Property**"):

(a) **Land**. The real property described in Exhibit A attached hereto and made a part hereof (the "**Land**");

(b) **Additional Land**. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Mortgage;

(c) **Improvements**. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(d) **Easements**. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) **Equipment**. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to Tenants under Leases except to the extent that Debtor shall have any right or interest therein;

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(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "*Fixtures*"). Notwithstanding the foregoing, "*Fixtures*" shall not include any property which Tenants are entitled to remove pursuant to Leases except to the extent that Debtor shall have any right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code), other than Fixtures, which are now or hereafter owned by Debtor (and not by any Tenant) and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "*Personal Property*"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (as amended from time to time, the "*Uniform Commercial Code*"), superior in lien to the lien of the Mortgage, and all proceeds and products of any of the above;

(h) Leases and Rents. All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral and whether now or hereafter in effect) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "*Bankruptcy Code*") (collectively, the "*Leases*"), and all right, title and interest of Debtor, its successors and assigns, therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the

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lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements, whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**"), and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment and performance of the Obligations, including the payment of the Debt;

(i) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Property, in accordance with the terms of the Loan Agreement;

(k) Tax Certiorari. All refunds, rebates or credits in connection with any reduction in Taxes or Other Charges charged against the Property as a result of tax certiorari proceedings or any other applications or proceedings for reduction;

(l) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(m) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

(n) Intellectual Property. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, URLs or other online media, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(o) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, all accounts established or maintained pursuant to the Loan Agreement, the Cash Management Agreement, the Clearing Account Agreement or any other Loan Document, together with all deposits or wire transfers made to such accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time, and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof;

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(p) Uniform Commercial Code Property. All accounts, documents, instruments, chattel paper, general intangibles and investment property as the foregoing terms are defined in the Uniform Commercial Code, not otherwise described above;

(q) Minerals. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above Land;

(r) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether in cash or in liquidation or other claims, or otherwise; and

(s) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (r) above.

The following terms shall have the respective meanings set forth below (such meaning to be equally applicable to the singular and plural forms of the terms defined, as the context may require).

“Bankruptcy Proceeding” means the filing of a petition by Debtor under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of Debtor’s property.

“Cash Management Agreement” shall mean that certain Deposit Account Agreement dated as of the Closing Date among Secured Party, Debtor, Wells Fargo Bank, National Association, and Manager.

“Clearing Account Agreement” shall mean that certain Control Account Agreement (No Access by Borrower) dated as of the Closing Date by and among Debtor, Secured Party, Manager and Signature Bank, a New York commercial bank.

“Closing Date” shall mean July 30, 2015.

“Debt” means all sums which may or shall become due under the Note or under any of the other documents evidencing, securing or executed in connection with the Loan, including (i) the payment of interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy (whether or not a claim is allowed against the Debtor for such interest or other amounts in any such bankruptcy proceeding) or the operation of the automatic stay under Section 362(a) of Title 11 of the United States Code, and (ii) the costs and expenses of enforcing any provision of any Loan Document.

“Governmental Authority” shall mean any court, board, agency, commission, office or authority of any nature whatsoever or any governmental unit (federal, state, commonwealth, county, district, municipal, city or otherwise) whether now or hereafter in existence.

“Loan” shall mean the loan in the original principal amount [FOUR HUNDRED FIFTEEN MILLION AND NO/100 DOLLARS (\$415,000,000.00)] made by Secured Party to Debtor pursuant to the Loan Agreement.

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“Loan Agreement” shall mean that certain Loan Agreement dated as of the Closing Date by and between Debtor and Secured Party, as the same may, from time to time, be modified, amended or supplemented.

“Loan Documents” means the Note (as defined below), the Mortgage (as defined below), the Loan Agreement and all other documents, agreements and instruments now or hereafter evidencing, securing or delivered to Secured Party in connection with the loan from Secured Party to Debtor, as any of the same may, from time to time, be modified, amended or supplemented.

“Manager” shall mean SL Pru Property Manager LLC, a Delaware limited liability company, or any other manager engaged in accordance with the terms and conditions of the Loan Documents.

“Mortgage” shall mean that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of the Closing Date, made by Debtor to Secured Party, as the same may, from time to time, be modified, amended or supplemented.

“Note” shall mean, collectively, (i) that certain Promissory Note A-1 dated as of the Closing Date made by Debtor to Secured Party, as the same may be amended, supplemented, restated, increased, extended or consolidated from time to time, (ii) that certain Promissory Note A-2 dated as of the Closing Date made by Debtor to Secured Party, as the same may be amended, supplemented, restated, increased, extended or consolidated from time to time, (iii) that certain Promissory Note A-3 dated as of the Closing Date made by Debtor to Secured Party, as the same may be amended, supplemented, restated, increased, extended or consolidated from time to time, and (iv) that certain Promissory Note A-4 dated as of the Closing Date made by Debtor and to Secured Party, as the same may be amended, supplemented, restated, increased, extended or consolidated from time to time.

“Obligations” shall mean, collectively, Debtor’s obligations for the payment of the Debt and the performance of the Other Obligations.

“Other Charges” shall mean all ground rents, maintenance charges, impositions other than Taxes and any other charges, including vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Property, now or hereafter levied or assessed or imposed against the Property or any part thereof.

“Other Obligations” shall mean (a) the performance of all obligations of Debtor contained in the Loan Agreement; (b) the performance of each obligation of Debtor contained in any other Loan Document; and (c) the performance of each obligation of Debtor contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Loan Agreement, the Note or any other Loan Document.

“PACE Loan” shall mean (x) any “Property-Assessed Clean Energy loan” or (y) any other indebtedness, without regard to the name given to such indebtedness, which is (i) incurred for improvements to the Property for the purpose of increasing energy efficiency, increasing use of renewable energy sources, resource conservation, or a combination of the foregoing, and (ii) repaid through multi-year assessments against the Property.

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“*State*” shall mean the state in which such Property is located.

“*Person*” shall mean any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other entity, any Governmental Authority and any fiduciary acting in such capacity on behalf of any of the foregoing.

“*Taxes*” shall mean all real estate and personal property taxes, assessments, water rates or sewer rents, now or hereafter levied or assessed or imposed against the Property or part thereof, together with all interest and penalties thereon. In no event shall any Pace Loan be considered a Tax for purposes of this Agreement.

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

PARCEL 1:

LOTS 1D AND 2D; LOTS 1E AND 2E (EXCEPT THE EAST 4 FEET THEREOF); THE EAST 10.12 FEET OF LOT 1L AND THE EAST 10.12 FEET OF LOT 2L; LOTS 4L AND 5L; LOTS 7L AND 8L (EXCEPT THE EAST 4 FEET THEREOF) ALL IN THE PLAT OF MID-AMERICA, A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION OF PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LAND ADJACENT THERETO, AND SHOWN AND DESCRIBED ON THE PLAT OF SAID RESUBDIVISION RECORDED AS DOCUMENT 17069914, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1F, 2F, 1G, 2G, AND THE EAST 4 FEET OF LOTS 1E, 2E, 7L AND 8L, ALL IN THE PLAT OF MID-AMERICA, A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION OF PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND LAND ADJACENT THERETO, AND SHOWN AND DESCRIBED ON THE PLAT OF SAID RESUBDIVISION RECORDED AS DOCUMENT 17069914 IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 3F, 3G, 3L, 6L, 9L, K16, K17, K47, K48, K65, K66, K95, K127, K128 TO K143, BOTH INCLUSIVE; LOTS VK1 TO VK32, BOTH INCLUSIVE; LOTS VC1 TO VC32, BOTH INCLUSIVE; LOTS VG1 TO VG6, BOTH INCLUSIVE; LOTS VG10 TO VG13, BOTH INCLUSIVE; LOTS VG17 TO VG19, BOTH INCLUSIVE; LOTS VG24, VB4 TO VB6, BOTH INCLUSIVE; AND LOTS VF1, VU1, AND VW1; AND THAT PART OF LOT 2L, DESCRIBED AS FOLLOWS:

ALL THAT PART OF LOT 2L, WITHIN ONE HORIZONTAL QUADRANGULAR TRUNCATED PRISM (AS DEFINED ON THE PLAT OF SAID RESUBDIVISION), EXTENDING NORTHERLY, THE TOP SURFACE OF WHICH IS IN THE INCLINED PLANE FORMING THE BOTTOM SURFACE OF LOT VF1 AND THE BOTTOM SURFACE IN THE HORIZONTAL PLANE 5 5/10 FEET (5.5 FEET) ABOVE CHICAGO CITY DATUM, SUCH TRUNCATED PRISM BEING BOUNDED ON THE NORTH BY THE VERTICAL PLANE FORMING THE SOUTH FACE OF LOT VC5, ON THE SOUTH BY THE VERTICAL PLANE FORMING THE NORTH FACE OF LOT VC1, AND ON THE EAST AND THE WEST BY THE VERTICAL

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PLANES RESPECTIVELY 3 33/100 FEET (3.33) EAST AND 1 67/100 FEET (1.67) WEST OF RANGE LINE 1 (AS SHOWN ON THE PLAT OF RESUBDIVISION), EXCEPTING THEREFROM THE FOLLOWING LOT FALLING WHOLLY OR PARTLY WITHIN THE LIMITS DESCRIBED, NAMELY LOT VG5 IN THE PLAT OF MID-AMERICA, AFORESAID;

ALL IN THE PLAT OF MID-AMERICA, AFORESAID.

PARCEL 4:

LOTS 3A, 3B, 1C, 2C, 3C, 3D AND 3E; LOTS B1 TO B63, BOTH INCLUSIVE; LOTS K1 TO K15, BOTH INCLUSIVE; LOTS K18 TO K46, BOTH INCLUSIVE; LOTS K49 TO K64, BOTH INCLUSIVE; LOTS K67 TO K94, BOTH INCLUSIVE; LOTS K96 TO K126, BOTH INCLUSIVE; LOTS C1 TO C47, BOTH INCLUSIVE; LOTS C63 TO C143, BOTH INCLUSIVE; LOTS E1 TO E4, BOTH INCLUSIVE; LOT F1; LOTS G1 TO G60, BOTH INCLUSIVE; LOTS H1 TO H21, BOTH INCLUSIVE; LOT P1; LOTS S1 TO S20, BOTH INCLUSIVE; LOTS U1 AND U2, ALL IN THE PLAT OF MID-AMERICA, AFORESAID.

PARCEL 5:

PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 4, AFORESAID AS CREATED BY SUPPLEMENTAL DEED FROM ILLINOIS CENTRAL RAILROAD COMPANY, AN ILLINOIS CORPORATION, TO THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, A NEW JERSEY CORPORATION, DATED AND RECORDED JANUARY 10, 1958 AS DOCUMENT 17107675 AND AMENDED BY DOCUMENT RECORDED DECEMBER 16, 1970 AS DOCUMENT 21344815, AND FURTHER AMENDED BY DOCUMENT RECORDED MAY 22, 2007 AS DOCUMENT 0714231034 FOR THE INSTALLATION AND MAINTENANCE OF NECESSARY PIPES AND EQUIPMENT FOR THE PURPOSE OF WITHDRAWING FROM THE CHICAGO RIVER AND DISCHARGING INTO SAID RIVER OR INTO SEWERS SUCH AMOUNTS OF WATER AS MAY BE REQUIRED FOR THE OPERATION OF AIR CONDITIONING SYSTEMS IN THE IMPROVEMENT LOCATED ON PARCEL 4 AFORESAID, AND FOR PROVIDING SURFACE DRAINAGE, SEWAGE DISPOSAL, WATER AND SIMILAR UTILITIES FOR THE IMPROVEMENT AND THE VIADUCTS BY CONNECTIONS WITH PRESENT OR FUTURE FACILITIES, SUCH EASEMENT (CALLED THE "PIPE EASEMENT"), BEING IN A STRIP OF LAND DESCRIBED AS FOLLOWS: A STRIP OF LAND IN THE CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, 6 FEET OF EVEN WIDTH, BEING 3 FEET ON EACH SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF PARCEL "C" OF MID-AMERICA, A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION OF PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AT A POINT 17.80 FEET EAST OF THE NORTHWEST CORNER OF SAID PARCEL "C", SAID POINT BEING ALSO A POINT ON THE SOUTH LINE OF PARCEL "L"; THENCE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 35.52 FEET TO A POINT ON A LINE PARALLEL TO AND 143.06 FEET

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EAST OF THE EAST LINE OF N. BEAUBIEN COURT; THENCE EAST ALONG A STRAIGHT LINE PERPENDICULAR TO THE EAST LINE OF N. BEAUBIEN COURT, A DISTANCE OF 178.45 FEET TO A POINT ON A LINE PARALLEL TO AND 321.50 FEET EAST OF THE EAST LINE OF N. BEAUBIEN COURT; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 84.78 FEET TO A POINT 120.30 FEET, MEASURED PERPENDICULARLY, NORTH OF THE NORTH LINE OF PARCEL "C", EXTENDED EAST; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 51.17 FEET TO A POINT ON A LINE 94.60 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF N. STETSON AVENUE, SAID POINT BEING ALSO 73.90 FEET, MEASURED PERPENDICULARLY, NORTH OF THE NORTH LINE OF PARCEL "K" OF SAID MID-AMERICA RESUBDIVISION IN SECTION 10; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 169.79 FEET TO A POINT 53.98 FEET, MEASURED PERPENDICULARLY, SOUTH OF THE SOUTH LINE OF E. SOUTH WATER STREET; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, FORMING AN ANGLE OF 45° TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 101.07 FEET TO A POINT ON A LINE PARALLEL TO AND 354.50 FEET EAST OF THE EAST LINE OF N. BEAUBIEN COURT, EXTENDED NORTH; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 622.81 FEET TO THE POINT OF TERMINATION, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 4, AFORESAID AS CREATED IN THE SUPPLEMENTAL DEED DESCRIBED IN PARCEL 5 AFORESAID FOR THE PURPOSES SPECIFIED IN SAID PARCEL 5 WITH RESPECT TO THE PIPE EASEMENT DESCRIBED THEREIN AND FOR THE CONSTRUCTION AND MAINTENANCE OF WATER INTAKE AND DOCK AT THE CHICAGO RIVER, SAID EASEMENT (CALLED THE "INTAKE EASEMENT"), BEING IN A PARCEL OF LAND IN COOK COUNTY, ILLINOIS, BOUNDED AS FOLLOWS:

ON THE SOUTH BY A LINE DRAWN THROUGH THE POINT OF TERMINATION OF THE CENTER LINE OF THE PIPE EASEMENT AND PERPENDICULAR TO THE LAST COURSE OF SAID CENTER LINE; ON THE EAST BY A LINE PARALLEL TO AND 18 FEET EAST OF THE LAST COURSE OF SAID CENTER LINE; ON THE WEST BY A LINE PARALLEL TO AND 18 FEET WEST OF THE LAST COURSE OF SAID CENTER LINE; AND ON THE NORTH BY THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 4, AFORESAID AS CREATED IN THE SUPPLEMENTAL DEED DESCRIBED IN PARCEL 5 AFORESAID FOR THE CONSTRUCTION AND MAINTENANCE OF BATTER PILES AND TIE-BACKS TO PROVIDE SUPPORT FOR INTAKE AND DOCK LOCATED IN THE EASEMENT DESCRIBED ABOVE IN PARCEL 6, SAID EASEMENT (CALLED THE "TIE-BACK EASEMENT"), BEING IN A PARCEL OF LAND IN COOK COUNTY, ILLINOIS, BOUNDED AS FOLLOWS:

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ON THE NORTH BY THE SOUTH BOUNDARY OF THE INTAKE EASEMENT; ON THE SOUTH BY A LINE PARALLEL TO AND 40 FEET SOUTH OF SAID SOUTH BOUNDARY; AND ON THE EAST AND THE WEST BY THE EXTENSION SOUTH OF THE EAST BOUNDARY AND WEST BOUNDARY, RESPECTIVELY OF THE INTAKE EASEMENT, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

GRANTS OF NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1, 2, 3 AND 4 AND ALL OTHER RIGHTS AND BENEFITS, CREATED, EXISTING AND/OR GRANTED AS AN APPURTENANCE OR INTEREST IN REAL PROPERTY TO AND FOR THE ESTATE OF PRUDENTIAL PLAZA ASSOCIATES PURSUANT TO THAT CERTAIN CROSS EASEMENT AND OPERATING AGREEMENT DATED AS OF DECEMBER 14, 1990 BY AND BETWEEN PRUDENTIAL PLAZA ASSOCIATES, AN ILLINOIS GENERAL PARTNERSHIP, AND AMPROP FINANCE COMPANY, AN INDIANA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MAY 24, 1991 AS DOCUMENT 91248078, AS AFFECTED BY JOINDER IN BRIDGE EASEMENT RECORDED MAY 24, 1992 AS DOCUMENT 91248079, FOR USE OF THE "EASEMENT CORRIDOR" AND THE "BRIDGE", AS "EASEMENT CORRIDOR" AND "BRIDGE" ARE DEFINED THEREIN; FOR ACCESS, INGRESS AND EGRESS OF PEDESTRIAN TRAFFIC; FOR INSTALLATION AND MAINTENANCE OF UTILITY FACILITIES, FIBER OPTIC CABLES AND CONDUITS, TELECOMMUNICATION CABLES AND CONDUITS, AND MAIL CONVEYOR SYSTEM CABLES AND CONDUITS; FOR CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIR AND IMPROVEMENTS TO THE BRIDGE STRUCTURE; AND FOR OTHER PURPOSES; SAID EASEMENTS AND OTHER RIGHTS ARE MORE PARTICULARLY DEFINED IN AN UNRECORDED CROSS EASEMENT AND OPERATING AGREEMENT, OVER, UPON AND ACROSS THE AREAS THEREIN DESIGNATED, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THE LAND PROPERTY AND SPACE COMPRISED OF THAT PART OF PARCEL "K" AS SHOWN AND DEFINED IN THE PLAT OF MID-AMERICA, A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION, RECORDED NOVEMBER 20, 1957, AS DOCUMENT 17069914, WHICH PART OF SAID PARCEL "K" LIES EAST OF THE EAST LINE OF THE WEST 117.882 FEET OF SAID PARCEL "K" AND WHICH LIES WEST OF THE EAST LINE OF THE WEST 210.50 FEET OF SAID PARCEL "K".

PARCEL 10:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 3 AND 4 CREATED BY AGREEMENT AND GRANT OF TEMPORARY AND PERMANENT EASEMENTS RECORDED FEBRUARY 8, 1988 AS DOCUMENT 88057849 AS AMENDED BY AGREEMENT RECORDED JUNE 9, 1998 AS DOCUMENT 98483787 MADE BY AND BETWEEN PRUDENTIAL PLAZA ASSOCIATES AND

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AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 11, 1971 AND KNOWN AS TRUST NUMBER 75802 FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING AN OVERHEAD RAMP ACROSS PORTIONS OF PARCELS 8K AND 9K AS DEPICTED ON EXHIBIT D ATTACHED TO DOCUMENT 88057849 AND THE ENLARGED AREA DEPICTED AND DESCRIBED ON EXHIBIT C TO DOCUMENT 98483787.

PARCEL 11:

ALL EASEMENT RIGHTS APPURTENANT TO THE INSURED PARCELS DESCRIBED ABOVE, SET FORTH IN THAT CERTAIN SUPPLEMENTAL DEED FROM ILLINOIS CENTRAL RAILROAD COMPANY TO THE PRUDENTIAL INSURANCE COMPANY OF AMERICA DATED JANUARY 10, 1958 AND RECORDED AS DOCUMENT 17107675, AS AMENDED BY THAT CERTAIN AMENDMENT TO SUPPLEMENTAL DEED RECORDED DECEMBER 16, 1970 AS DOCUMENT 21344815, AS FURTHER AMENDED BY DOCUMENT RECORDED MAY 22, 2007 AS DOCUMENT 0714231034, ALL AS SHOWN ON THAT CERTAIN ALTA/ACSM LAND TITLE SURVEY PREPARED BY CHICAGO GUARANTEE SURVEY COMPANY DATED MAY 16, 2013 AND LAST REVISED JUNE 4, 2013, JOB NUMBER 2013-17779-001 (THE "SURVEY").

PARCEL 12:

EASEMENT TO (i) CONSTRUCT, IMPROVE, INSTALL, OPERATE, MAINTAIN, REPAIR AND REPLACE AN ELEVATOR UPON AND WITH THE ELEVATOR EASEMENT AREA, TOGETHER WITH REASONABLE ACCESS THERETO, AND (ii) TO ENTER UPON THAT PORTION OF THE SERVIENT ESTATE FROM TITLE TO TIME, AS CREATED AND SET FORTH IN THAT CERTAIN EASEMENT AGREEMENT MADE BY AND BETWEEN SIP NORTH STETSON VENTURE, LLC, AND THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY DATED DECEMBER 16, 2005, AND RECORDED MARCH 20, 2006 AS DOCUMENT NUMBER 0607931115.

130 East Randolph + 180 North Stetson, Chicago, IL 60601
 17-10-313-003-0000 And 17-10-313-005-0000