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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/10/2015 01:27 PM Pg: 1 of 18

This document prepared by and
when recorded return to:

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MODIFICATION OF LOAN DOCUMENTS AND REAFFIRMATION AND CONFIRMATION OF OBLIGATIONS UNDER LOAN DOCUMENTS

THIS MODIFICATION OF LOAN DOCUMENTS AND REAFFIRMATION AND
CONFIRMATION OF OBLIGATIONS UNDER LOAN DOCUMENTS (this "Modification") is
executed this 23rd day of November, 2015 (the "Effective Date"), by and between
RACEWAY LAND DEVELOPMENT LLC, an Illinois limited liability company, whose
address is Attention: Glenn Azuma, 3445 Harrison Street, Evanston, Illinois 60201
("Borrower"), **CENTRAL GROCERS, INC.**, an Illinois corporation, whose address is
Attention: Kenneth Nemeth, 2600 W. Haven Avenue, Joliet, Illinois 60433 ("CG"),
CONISTON CAPITAL, LLC, an Illinois limited liability company, whose address is
Attention: Glenn Azuma, 3445 Harrison Street, Evanston, Illinois 60201 ("CC" and together
with CG, "Guarantor"), and **SUN LIFE ASSURANCE COMPANY OF CANADA**, a Canadian
corporation, whose address is One Sun Life Executive Park, Wellesley Hills, Massachusetts
02481, Attn: Mortgage Investments Group ("Lender").

WITNESSETH THAT:

WHEREAS, on April 7, 2006, Lender made a loan to Borrower in the amount of
\$3,000,000.00 (the "Loan"); and

WHEREAS, in conjunction with the Loan, Borrower executed a certain Promissory Note
dated April 7, 2006, for the benefit of Lender in the original principal amount of \$3,000,000.00
(the "Note"), with interest thereon at the rate set forth therein; and

WHEREAS, in conjunction with the Loan, on April 7, 2006, Borrower executed that
certain Mortgage and Security Agreement for the benefit of Lender, encumbering real estate

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located in Calumet Park, Cook County, Illinois as more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"), which Mortgage was recorded on April 14, 2006, as Document 0610420052 with the Cook County, Illinois Recorder's Office (the "Mortgage");

WHEREAS, Borrower executed that certain Assignment of Leases and Rents dated April 7, 2006, for the benefit of Lender, encumbering the Property, which Assignment was recorded on April 14, 2006, as Document 0610420053 with the Cook County, Illinois Recorder's Office (the "Assignment"); and

WHEREAS, Guarantor executed a certain Guaranty of Non-Recourse Carve-Outs dated April 7, 2006 (the "Carve-Out Guaranty") for the benefit of Lender; and

WHEREAS, Borrower and Guarantor executed a certain Environmental Indemnity dated April 7, 2006 (the "Indemnity") for the benefit of Lender; and

WHEREAS, Borrower, Lender and GMAC Commercial Mortgage Corporation, a California corporation ("GMAC"), executed a certain Escrow Agreement dated April 7, 2006 (the "Original Escrow Agreement"); and

WHEREAS, as a condition to the making of the Loan, Borrower obtained for the benefit of Lender Irrevocable Standby Letter of Credit No. CTCS-252473 issued on April 5, 2006 by JPMorgan Chase Bank N.A. in the amount of \$1,500,000 (the "LOC"); and

WHEREAS, in connection with the issuance of the LOC, Borrower and Lender executed a certain Letter of Credit Agreement dated April 7, 2006 (the "LOC Agreement") setting forth the terms under which the LOC could be drawn upon by Lender;

WHEREAS, Borrower and Guarantor executed in favor of Lender as security for the Loan certain other documents dated April 7, 2006 (which documents, together with the Note, Mortgage, Assignment, Carve-Out Guaranty, and Indemnity are collectively referred to herein as the "Loan Documents"); and

WHEREAS, the Loan Documents and the terms thereof are hereby incorporated herein as though set out in full; and

WHEREAS, the Loan Documents are to be modified as set forth herein and the Note, as modified, and the Loan Documents, as modified, shall continue to be referred to herein as the "Note" and "Loan Documents"; and

WHEREAS, the Loan Documents are to be ratified as set forth herein; and

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, it is expressly agreed as follows:

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1. Application of the Payment. On or around the date hereof, Lender will draw down \$1,300,000.00 of the LOC to be applied to the outstanding principal balance of the Note, without any prepayment penalty or cost as set forth in Sections 9 and 10 of the Note being owed. (the "Payment"). Following the September 1, 2015 payment in the amount of \$19,054.90, the outstanding principal balance of the Note was \$2,342,061.87. After the application of the Payment, the outstanding principal balance of the Note is \$1,042,061.87. On the date hereof, Borrower has paid to Lender its New Monthly Payment (as such term is hereinafter defined) for the payments due on October 1, 2015 and November 1, 2015.

2. Remainder of the LOC. Following the application of the Payment, the remaining amount of the LOC, or \$200,000.00, will be funded into a new escrow account, with the terms governing such escrow account being set forth in that certain Escrow Agreement executed on behalf of Borrower, Lender, and Berkadia Commercial Mortgage LLC, a Delaware limited liability company, successor-in-interest to GMAC, of even date herewith (the "New Escrow Agreement").

3. Termination of the LOC Agreement. Once the Payment has been applied to the outstanding principal balance of the Note, the LOC Agreement will automatically terminate.

4. Modification of Monthly Payment. Commencing after the Payment has been applied to the outstanding principal balance of the Note, (a) the outstanding principal balance of the Note will be re-amortized based on a 14 year amortization schedule and (b) the Monthly Payment as set forth in Section 1.06 of the Note shall be amended to \$9,099.97 (the "New Monthly Payment").

5. Modification of Maturity Date. Effective as of the date hereof, the Maturity Date as set forth in Section 1.10 of the Note is hereby extended to May 1, 2019 (the "Extended Maturity Date"). On the Extended Maturity Date, Borrower shall pay to Lender the entire then unpaid balance of principal and interest. Lender shall have no obligation, express or implied, to refinance the "balloon payment" then due.

6. Interest Rate. The Interest Rate of 5.85% shall remain unchanged through and including the Extended Maturity Date.

7. Prepayment of Loan. The Loan may be prepaid at par, plus accrued interest, at any time prior to the Extended Maturity Date without any prepayment penalty or cost as set forth in Sections 9 and 10 of the Note.

10. Modification of Mortgage. Effective as of the Effective Date, the Mortgage is hereby modified as follows:

A. The Maturity Date as set forth in the Mortgage is hereby extended to May 1, 2019.

B. The following Sections 3.15 and 3.16 are hereby added to the Mortgage:

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“3.15 *Related Parties.* Neither Borrower nor any beneficial owner of the Property securing the Loan is a Related Party of Lender. ‘Related Party’ for purposes of this Section 3.15 means an officer, director, employee, significant shareholder, or such person's spouse or minor child.

3.16 *Investment Activities in Iran Energy Sector.* Borrower (in Section 3.16 ‘Borrower’ includes any successor, subunit, parent, subsidiary, or entity under common ownership or control with Borrower) shall not use any proceeds of the loan from Lender to provide goods or services in the Energy Sector in Iran. Upon Lender's request, Borrower shall deliver to Lender within five (5) business days certification or evidence confirming that Borrower; (a) is not providing goods or services in the Energy Sector in Iran; and (b) has not been placed on a list (or notified that it may be placed on a list) by any state or governmental authority as providing goods or services in the Energy Sector in Iran.

Borrower has established policies and procedures to prevent it from providing goods or services in the Energy Sector in Iran.

‘Energy Sector’ shall mean activities to develop petroleum or natural gas resources or nuclear power in Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector in Iran.

‘Iran’ means the Government of Iran and any agency or instrumentality of the Government of Iran.”

C. The following Sections 4.15 and 4.16 are hereby added to the Mortgage:

“4.15 *Replacement Guarantor.* Within thirty (30) days after the death of any guarantor or indemnitor of Borrower's obligations under the Loan Documents, Borrower shall secure a replacement guarantor or indemnitor, satisfactory to Lender in its sole discretion, who, within the 30 days period, shall sign all documents required by lender to effectuate this intent.

4.16 *Investment Activities in Iran Energy Sector.* Borrower (i) shall not provide goods or services in the Energy Sector in Iran and (ii) shall promptly notify Lender if it has been placed on a list (or has been notified that it may be placed on a list) by any state or governmental authority as a party providing goods or services in the Energy Sector in Iran.”

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11. Reaffirmation of Payment for Taxes and Insurance. Borrower hereby reaffirms its obligation to pay all Property Taxes and Charges and Insurance Premiums as required by the Loan Documents.

12. Insurance. Borrower hereby reaffirms its obligation to obtain and maintain all insurance coverages as required by the Loan Documents.

13. No Claims. Neither Borrower nor Guarantor, nor any of their members, and/or related parties have claims against Lender or its related companies.

14. Default. If an Event of Default occurs during the term of the Loan, Lender shall be entitled to immediately exercise any and all of its rights and remedies under the Mortgage and the Loan Documents, at law, in equity, or otherwise.

15. Enforceability of Loan Documents. This Modification does not amend any term or provision of the Loan Documents other than as specifically stated above. The Loan Documents shall remain effective and enforceable to the extent of their effectiveness and enforceability prior to the execution of this Modification.

16. Reaffirmation by Borrower. Borrower hereby ratifies, reaffirms, and confirms the Loan Documents and hereby affirms that the Loan Documents are and shall remain in full force and effect as if originally executed by Borrower on the date hereof. This Modification shall be binding upon and inure to the benefit of Borrower, Guarantor, Lender, and their respective successors and assigns in accordance with Section 10.6 of the Mortgage.

17. Reaffirmation by Guarantor. Guarantor hereby ratifies, reaffirms, and confirms those of the Loan Documents to which it is a party and hereby affirms that such Loan Documents are and shall remain in full force and effect as if originally executed by Guarantor on the date hereof. This Modification shall be binding upon and inure to the benefit of Borrower, Guarantor, Lender, and their respective successors and assigns in accordance with Section 10.6 of the Mortgage.

18. Counterparts. This Modification may be executed in counterparts, each of which shall be deemed an original.

19. Governing Law. This Modification and the Loan Documents shall be interpreted in accordance with the laws of the State of Illinois.

20. Borrower's and Guarantor's Authority. Borrower and Guarantor represent and warrant to Lender as follows:

A. They have all requisite power and authority to execute and deliver, and to perform its obligations in respect of this Modification.

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B. They have taken, as applicable, all necessary action to authorize the execution, delivery and performance by it of this Modification and every other instrument, document and certificate relating thereto. This Modification has been duly executed and delivered and when executed and delivered will be a legal, valid and binding obligation of Borrower and Guarantor enforceable against it in accordance with its respective terms.

C. No consent, approval or authorization of, or registration with, any governmental authority or other person is required in connection with the execution, delivery and performance of this Modification and the transactions relating hereto.

21. Further Assurances. Borrower and Guarantor hereby agree to execute, acknowledge, deliver, file and record such further certificates, instruments and documents and do all other acts and things, as may be reasonably necessary or advisable to carry out the intents and purposes of this Modification.

22. Waiver. Borrower and Guarantor hereby expressly acknowledge and agree that (i) no failure or delay by Lender in exercising any right, power or remedy under this Modification shall operate as a waiver thereof, (ii) no failure or delay by Lender to insist upon the strict performance by Borrower or Guarantor of any term, condition, covenant or agreement or to exercise any right, power or remedy as a result of the breach thereof shall constitute a waiver of any such term, condition, covenant or agreement or of any breach thereof or preclude Lender from insisting on the strict performance thereof, (iii) no single or partial exercise of any right, power or remedy of Lender shall preclude further exercise of any right, power or remedy, and (iv) the acceptance by Lender of a partial payment of any amount due under the terms hereof shall not preclude Lender from requiring the full and timely payment of any and all amounts due under the terms hereof. Furthermore, Borrower and Guarantor agree (i) to waive all rights to assert any defense, counterclaim, cross-claim, or set-off against Lender arising on or before the date hereof (regardless of when discovered) in any action or proceeding to collect the Loan or to enforce Lender's rights under the Loan Documents, including by foreclosure of the Mortgage (collectively, a "Remedial Action") and (ii) to cooperate with Lender, and not hinder or interfere with Lender in any way, in connection with carrying out a Remedial Action based on an event arising on or before the date hereof (regardless of when discovered). Additionally, if an Event of Default occurs, at Lender's option, Borrower agrees to enter into a deed in lieu agreement in which no personal judgment is sought by Lender against Borrower or Guarantor except as specifically provided for in the Loan Documents or applicable Laws.

23. Representations and Warranties; No Default.

A. Borrower hereby certifies that (i) the representations and warranties contained in the Loan Documents continue to be true and correct in all material respects and that no default thereunder has occurred, nor, to the best of Borrower's knowledge, has any event occurred that with notice, lapse of time, or both would become such a default; (ii) the financial statements supplied to Lender truly and completely disclose Borrower's financial condition in all material respects as of the date of the statement, and

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there has been no material adverse change in Borrower's financial condition since the date of the statements, except as disclosed in such financial statements or otherwise disclosed in writing to Lender; and (iii) Borrower has complied in all material respects with all reporting and monitoring conditions and requirements contained in the Loan Documents.

B. Guarantor hereby certifies that (i) the representations and warranties contained in the Loan Documents continue to be true and correct in all material respects and that no default thereunder has occurred, nor, to the best of Guarantor's knowledge, has any event occurred that with notice, lapse of time, or both would become such a default; (ii) the financial statements supplied to Lender truly and completely disclose Guarantor's financial condition in all material respects as of the date of the statement, and there has been no material adverse change in Guarantor's financial condition since the date of the statements, except as disclosed in such financial statements or otherwise disclosed in writing to Lender, and (iii) Guarantor has complied in all material respects with all reporting and monitoring conditions and requirements contained in the Loan Documents.

24. Bankruptcy.

A. In entering into this Modification, Borrower and Lender hereby stipulate, acknowledge and agree that the Lender gave up valuable rights in exchange for the promises, representations, acknowledgments, and warranties of Borrower and Guarantor as contained herein, and that Lender would not have entered into this Modification but for such promises, representations, acknowledgments, agreements, and warranties, all of which have been accepted by Lender in good faith, the breach of which by Borrower in any way, at any time, now or the future, would admittedly and confessedly constitute cause for dismissal of any bankruptcy petition pursuant to 11 U.S.C. § 1112(b).

B. As additional consideration for Lender agreeing to modify its rights under the Loan Documents, Borrower agrees that in the event a bankruptcy petition under any Chapter of the Bankruptcy Code (11 U.S.C. § 101, *et seq.*) is filed by or against Borrower, or any principal of Borrower, including Guarantor, at any time after the execution of this Modification, Lender shall be entitled to the immediate entry of an order from the appropriate bankruptcy court granting Lender complete relief from the automatic stay imposed by § 362 of the Bankruptcy Code (11 U.S.C. § 362) to exercise its foreclosure and other rights, including but not limited to obtaining a foreclosure judgment and foreclosure sale, upon the filing with the appropriate court of a motion for relief from the automatic stay with a copy of this Modification attached thereto. Borrower and Guarantor specifically agree that upon filing a motion for relief from the automatic stay, (i) Lender shall be entitled to relief from the stay without the necessity of an evidentiary hearing and without the necessity or requirement of Lender to establish or prove the value of the collateral securing the Note or this Modification, the lack of adequate protection of its interest in the collateral securing the Note or this Modification,

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or the lack of equity in the collateral securing the Note or this Modification; (ii) that the lifting of the automatic stay hereunder by the appropriate bankruptcy court shall be deemed to be "for cause" pursuant to §362(d)(1) of the Bankruptcy Code (11 U.S.C. §362(d)(1)); (iii) that Borrower will not directly or indirectly oppose or otherwise defend against Lender's efforts to gain relief from the automatic stay; and (iv) that the modifications to the Note contained in this Modification will immediately and automatically become null and void, and all of the original provisions of the Note shall be immediately and automatically reinstated. The remedies prescribed in this paragraph are not exclusive and shall not limit Lender's rights under the Loan Documents, this Modification or under any law.

C. As further consideration for Lender agreeing to modify its rights under the Loan Documents, Borrower acknowledges and agrees that the Loan shall become fully recourse debt to Borrower if Borrower voluntarily becomes a debtor either under Chapter 11 of the United States Bankruptcy Code or under any other form of insolvency law.

D. Notwithstanding any provision to the contrary contained in the Loan Documents, should a bankruptcy petition be filed by or against Borrower or their principals subsequent to the date hereof, Borrower agrees not to oppose any motion for relief from the automatic stay and any subsequent foreclosure.

25. REASONABLE AND ADEQUATE CONSIDERATION. Borrower and Guarantor acknowledge and agree that all of the terms and conditions contained in this Modification have been freely bargained for and are all supported by reasonable and adequate consideration. Borrower and Guarantor further acknowledge and agree that the provisions herein are material inducements for Lender entering into this Modification.

26. ACKNOWLEDGEMENT; RELEASE. BORROWER AND GUARANTOR ACKNOWLEDGE THAT, AS OF THE DATE HEREOF, THEY DO NOT HAVE ANY DEFENSES, CLAIMS, COUNTERCLAIMS OR RIGHTS OF SET-OFF LEGAL OR EQUITABLE, ARISING OUT OF OR IN CONNECTION WITH THE LOAN, THE LOAN DOCUMENTS OR THIS MODIFICATION. BORROWER AND GUARANTOR WAIVE AND RELEASE, ACQUIT, SATISFY AND FOREVER DISCHARGE LENDER AND ITS AFFILIATES, AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES (LEGAL OR EQUITABLE), PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH BORROWER OR GUARANTOR EVER HAD OR NOW HAS AGAINST LENDER OR ITS AFFILIATES OR AGENTS, FOR, UPON OR BY REASON OF ANY MANNER, OR CAUSE OR THING WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE LOAN, THE LOAN DOCUMENTS OR THIS MODIFICATION THROUGH THE DATE HEREOF.

27. No Novation. The execution and delivery of this Modification shall not constitute a novation or modification of the lien, encumbrance or security of the Mortgage, which

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Mortgage shall retain its priority as originally filed for record. The execution and delivery hereof shall not constitute a novation of the Note or any other Loan Documents in any way.

28. No Waiver. The execution of this Modification by Lender does not constitute a waiver of any rights or remedies available to Lender pursuant to the terms, covenants and conditions of any of the Loan Documents.

29. Capitalized Terms. Capitalized terms not defined herein shall have the meanings given to them in the Loan Documents.

30. Expenses. In connection with this Modification, Borrower agrees to pay any and all of Lender's costs and expenses, including, but not limited to, a loan extension fee, the costs associated with an appraisal, if applicable, the costs associated with an environmental report, if applicable, legal fees, title fees, and all other fees incurred by Lender.

31. Amendments. This Modification and the Loan Documents may not be waived, changed or discharged orally, but only by an agreement in writing and signed by Lender, Borrower and Guarantor. Any oral waiver, change or discharge of any provision of this Modification or the Loan Documents shall be without authority and of no force and effect. Any waiver, change or discharge shall be effective only in the specific instances and for the purposes for which given and to the extent therein specified.

32. Sophistication. Borrower acknowledges that it is sophisticated in real estate matters and agrees to this provision in return for the accommodations provided in this Modification. Borrower and Guarantor hereby acknowledge that they have been advised of the facts bearing on the matters set forth in this Modification and that each of them has been advised of their legal rights by an attorney of their choice and selection. Each of Guarantor and Borrower hereby acknowledge that its duly authorized officer has read this Modification in its entirety and fully understands its content and effect. Borrower and Guarantor hereby acknowledge that this Modification is being made as a free choice of each of the parties.

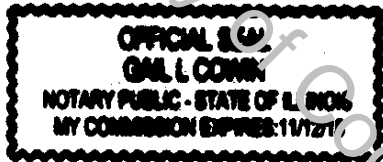
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STATE OF IL :
 : SS:
COUNTY OF COOK :

Before me, a Notary Public in and for said state, personally appeared Kenneth W. Nemeth, Manager of Raceway Land Development LLC, an Illinois limited liability company, who acknowledged that he did sign the foregoing instrument for and on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my notarial seal on this 26 day of NOVEMBER, 2015.



Gail L. Conn
Notary Public

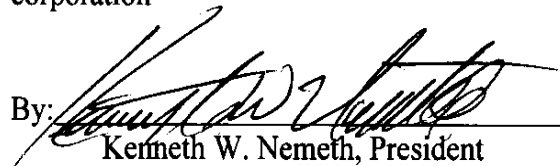
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Signature Page of Guarantor to Modification of Loan Documents and Reaffirmation and Confirmation of Obligations Under Loan Documents

IN WITNESS WHEREOF this Modification of Loan Documents and Reaffirmation and Confirmation of Obligations Under Loan Documents is executed as of the date first written above.

GUARANTOR:

CENTRAL GROCERS, INC., an Illinois corporation

By: 
Kenneth W. Nemeth, President

STATE OF IL

COUNTY OF COOK

Before me, a Notary Public in and for said state, personally appeared Kenneth W. Nemeth, the President of Central Grocers, Inc., an Illinois corporation, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my notarial seal on this 20 day of NOVEMBER, 2015.




Notary Public

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STATE OF Tennessee :
: ss:
COUNTY OF Hamilton :

Before me, a Notary Public in and for said state, personally appeared F. Clifford DiLorenzo, Member of Coniston Capital, LLC, an Illinois limited liability company, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my notarial seal on this 19th day of November, 2015.



X 
Notary Public

ex: Nov. 10^{ADL}, 2018

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Signature Page of Lender to Modification of Loan Documents and Reaffirmation and Confirmation of Obligations Under Loan Documents

IN WITNESS WHEREOF this Modification of Loan Documents and Reaffirmation and Confirmation of Obligations Under Loan Documents is executed as of the date first written above.

LENDER:

SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation

By: [Signature]
Name: John Moynihan
Its: Director, Asset Management

By: [Signature]
Name: Matthew C. Sargent
Its: Director

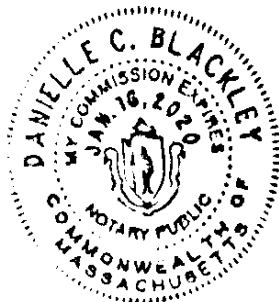
Property of Cook County Clerk's Office

COMMONWEALTH OF MASSACHUSETTS :
: ss:
COUNTY OF NORFOLK :

On the 17th day of NOVEMBER, 2015, before me, the undersigned notary public, personally appeared JOHN MOYNIHAN as DIRECTOR and MATTHEW C. SARGENT as DIRECTOR for Sun Life Assurance Company of Canada, a Canadian corporation, proved to me through satisfactory evidence of identification, being to me known to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

[Signature]
Notary Public

My Commission Expires: January 16, 2020



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EXHIBIT A

PARCEL 1:

That part of the West Half of the Southwest Quarter of the Northwest Quarter of Section 32, Township 37 North, Range 14 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of the Northwest Quarter of said Section 32; thence North 00 degrees 00 minutes 55 seconds West along the West line of the Southwest Quarter of the Northwest Quarter of said Section 32, a distance of 160.00 feet, to a point of intersection with the Southwesterly extension of the Northerly line of a tract of land conveyed to Sanitary District of Chicago, Corporation of Illinois by Warranty Deed dated September 30, 1911 and recorded October 25, 1911 in Book 11716, Page 334 as document number 4854550; running thence North 77 degrees 56 minutes 16 seconds East along said Southwesterly extension and the Northerly line aforesaid, a distance of 412.60 feet to the point of beginning; thence North 00 degrees 00 minutes 55 seconds West, a distance of 242.51 feet; thence North 89 degrees 59 minutes 05 seconds East, a distance of 261.02 feet; thence South 00 degrees 00 minutes 23 seconds East a distance of 183.81 feet to the Northerly line of that tract of land conveyed to Sanitary District of Chicago aforesaid; thence South 77 degrees 56 minutes 16 seconds West, for distance of 266.87 feet to the point of beginning, in Cook County, Illinois.

PARCEL 2:

Non-exclusive easements for the benefit of Parcel 1 as created by Declaration of Easements Restrictions and Covenants, recorded October 18, 2001 as document 0010973450, and First Amendment to Declaration of Easements, Restrictions, and Covenants recorded May 11, 2004 as document 0113233199, for the purpose of ingress and egress, parking, and utilities.