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Karen A. Yarbrough
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17-10-309-015-1208

Commonly known as: 55 East Randolph Street, Chicago, Illinois 60601

ASSIGNMENT OF LEASES AND RENTS

From

HERITAGE SHOPS (SPV), LLC
(Assignor)

to

CITIZENS BANK, NATIONAL ASSOCIATION
(Assignee)

Dated as of this 26th day of April, 2016

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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**"), dated as of this 26th day of April, 2016, from **HERITAGE SHOPS (SPV), LLC**, a Delaware limited liability company, having its principal place of business at c/o Hunt Investment Management, LLC, 980 North Michigan Avenue, Suite 1150, Chicago, Illinois 60611 ("**Assignor**"), to **CITIZENS BANK, NATIONAL ASSOCIATION**, a national banking association, having an address at 71 South Wacker Drive, IH2915, Chicago, Illinois 60606 (the "**Assignee**"), as administrative agent for itself and certain co-lenders (individually, each a "**Lender**", and collectively, the "**Lenders**"), pursuant to the Loan Agreement (as hereinafter defined). *Capitalized terms not defined herein shall have the meanings ascribed thereto in the Loan Agreement.*

WITNESSETH:

WHEREAS, Assignor is the owner of the property located in the County of Cook, State of Illinois, commonly known as 55 East Randolph Street, Chicago, Illinois (the "**Property**") as more particularly described on Exhibit "A" annexed hereto and made a part hereof; and

WHEREAS, the Lenders made a loan (the "**Loan**") to Assignor in the original aggregate principal amount of Twenty-Six Million Two Hundred Thousand and No/100 Dollars (\$26,200,000.00) pursuant to that certain Term Loan Agreement dated as of the date hereof by and among Assignor, Assignee and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") and one or more certain secured promissory notes made by Assignor and payable to the order of the Lenders (as amended, restated, replaced, supplemented, severed or otherwise modified from time to time, individually and collectively, the "**Note**"), which is secured by, *inter alia*, that certain Mortgage, Assignment of Leases and Rent, Security Agreement and Fixture Filing, dated of even date herewith, made by Assignor to Assignee for the benefit of the Lenders (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Mortgage**");

WHEREAS, the Lenders would not have made the Loan to Assignor unless Assignor assigned to Assignee, for the benefit of the Lenders, all of Assignor's rights, title and interest as landlord under any and all Leases now existing for any space at the Property and to any modified, replacement, substitute or new Lease for any space at the Property entered into after the date of this Assignment.

NOW, THEREFORE, the Assignor, for and in consideration of these presents and the mutual agreements contained in this Assignment and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to the Assignor in hand paid, the receipt of which are hereby acknowledged, does hereby sell, assign and transfer unto the Assignee, for the benefit of the Lenders, all rents, issues and profits now due and which may hereafter become due under or by virtue of and any Lease which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Assignor under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all rents, issues and profits arising from or related to the Property, to the Assignee, and the Assignor does hereby appoint irrevocably the Assignee its true and lawful attorney in its name and stead (with or without taking possession of the Property), to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under any Lease and all future Leases, written or verbal, or other tenancy existing or which may hereafter exist on the Property, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Assignor would have upon taking possession of the Property pursuant to the provisions hereinafter set forth.

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1. It is agreed that this is an absolute assignment of rents, income and profits; however, Assignee grants and deems unto Assignor a license to collect all rents, issues and profits for so long as an Event of Default is not continuing under any of the provisions of the Loan Agreement, the Note or any other agreements which secure the Loan Agreement and the Note (collectively "**Loan Documents**"), including any renewal, extension or rearrangement of the Loan Agreement, the Note or the Loan Documents.

2. During the continuance of an Event of Default by Assignor under any of the Loan Documents, the license granted herein to Assignor to collect the rents, issues and profits from the Property shall terminate without Assignee having to take any affirmative action to bring about such termination. The license granted herein to Assignor is personal, revocable (but only during the continuance of an Event of Default) and unassignable.

3. The Assignor additionally assigns to Assignee, for the benefit of the Lenders, a security interest in all Leases entered into with any tenant occupying all or any part of the Property; and further Assignor agrees to assign and transfer to the Assignee, for the benefit of the Lenders, a security interest in all future Leases upon all or any part of the Property in order to secure the repayment of the Note and the performance by Assignor of its covenants under the Loan Documents; provided, however, that notwithstanding any provision herein to the contrary, under no circumstances shall Assignee or any Lender be liable or responsible for any of the obligations of Assignor as lessor under any of said Leases. Assignor agrees to execute and deliver, immediately upon the written request of the Assignee, all such further assurances and assignments in the Property as the Assignee shall from time to time reasonably require. During the continuance of an Event of Default by Assignor under any of the Loan Documents then Assignee may proceed to enforce its rights under any of the Leases and Assignor does hereby appoint irrevocably the Assignee its true and lawful attorney in its name and stead (with or without taking possession of the Property), to rent, lease or let all or any portion of the Property to any party or parties at such rental and upon such terms in its discretion as it may determine.

4. Although it is the intention of the parties that this assignment of rents, issues and profits shall be a present and absolute assignment, Assignor has additionally granted and assigned unto Assignee, for the benefit of the Lenders, a security interest in and to all Leases and other occupancy agreements and future Leases of occupancy agreements of the Property and it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights and powers conferred upon it by virtue of its security interest in any of the Leases until and unless an Event of Default is continuing and nothing herein contained shall be deemed to affect or impair any rights which the Assignee or any Lender may have under the Note, Loan Documents or any other instrument evidencing or securing the indebtedness evidenced by the Note.

5. Once the Loan has been paid, and the obligations on behalf of Assignor contained in the Loan Documents have been completed to the commercially reasonable satisfaction of Assignee, this Assignment shall terminate and be of no further force and effect and Assignee agrees to provide to Assignor written evidence of such termination in recordable form.

6. During the time period intervening between the occurrence of an Event of Default by the Assignor and either the taking of possession of the Property as provided hereinafter, or a foreclosure by Assignee or a conveyance by a deed in lieu of foreclosure by Assignor to Assignee, this Assignment shall remain in full force and effect and Assignee will be entitled to all rents, issues and profits arising out of the Property.

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7. The Assignor represents and agrees that no rent has been or will be paid by any person or entity in possession of any portion of the Property for more than one (1) month in advance and that no payment of the rents to accrue for any portion of the Property has been or will be waived, released, reduced or discounted, or otherwise discharged or compromised by the Assignor. The Assignor waives any right of set off against any person in possession of any portion of the Property. The Assignor agrees that it will not further assign any of the rents or profits of the Property and any such further assignment shall be void and of no force or effect.

8. The Assignor represents and agrees that it shall not (i) cancel, terminate, or consent to any surrender of any Lease, (ii) permit any cancellation, termination, or surrender (in each case except as may be expressly permitted by tenant pursuant to the terms of such Lease, (iii) commence an action of ejectment or any summary proceedings for dispossession of the tenant under any of the leases, exercise any right of recapture provided in any of the leases or other occupancy agreements, or (iv) modify or in any way alter the terms of any Lease, in each case unless otherwise set forth or permitted in the Loan Agreement, without Assignee's prior written consent which may be granted or withheld in Assignee's reasonable discretion.

9. Nothing herein contained shall be construed as constituting the Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Property by the Assignee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Assignee, no liability shall be asserted or enforced against the Assignee or any Lender, all such liability being expressly waived and released by the Assignor.

10. During the continuance of an Event of Default, the Assignor agrees to surrender to the Assignee and the Assignee shall be entitled to take actual possession of the Property or any part thereof, personally, or by its agents or attorneys, and the Assignee in its discretion may, with or without process of law, enter upon and take and maintain possession of all or any part of the Property, together with all the documents, books, records, papers and accounts of the Assignor or the then owner of the Property relating thereto, and may exclude the Assignor, the agents or servants of the Assignor, wholly therefrom and may as attorney-in-fact or agent of the Assignor or in its own name as holder and under the powers herein granted, hold, operate, manage and control the Property and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Property, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every one of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Assignor, and with full power to cancel or terminate any Lease for any cause or on any ground which would entitle the Assignee to cancel the same, to elect to disaffirm any Lease made subsequent to this Assignment, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Property that may seem judicious, in its discretion, insure and re-insure the same for all risks incidental to Assignee's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

11. Neither the Assignee nor any Lender shall be obligated to perform or discharge, nor do any of the foregoing hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases relating to the Property, and the Assignor shall and does hereby agree to indemnify and hold the Assignee and Lenders harmless of and from any and all liability, loss or damage which they may or might incur under any of the Leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against them by reason of any alleged

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obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases; provided Assignor shall have no liability under this Section 11 to the extent resulting from the gross negligence or willful misconduct of Assignee, any Lender or their respective agents as determined by a final non-appealable judgment from a court of competent jurisdiction. Should the Assignee or any Lender incur any such liability, loss or damage, under any of the Leases or under or by reason of the assignment thereof, or in the defense of any claims or demands the Assignor agrees to reimburse the Assignee and the Lenders for the amount thereof, immediately upon demand.

12. The Assignee in the exercise of the rights and powers conferred upon it by this Assignment, during the continuance of an Event of Default, shall have full power to use and apply the avails, rents, issues and profits of the Property to the payment of or on account Loan in such order as the Assignee may determine.

13. The Assignor does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the Property to pay all unpaid rentals agreed upon in any tenancy to the Assignee upon receipt of demand from the Assignee to so pay the same during the continuance of an Event of Default.

14. It is understood and agreed that the provisions set forth in this Assignment shall be deemed as a special remedy given to the Assignee, and shall not be deemed exclusive of any of the remedies which the Assignee or any Lender would otherwise have, but shall be cumulative with any such remedies.

15. Whenever the word "Assignor" is mentioned herein, it is hereby understood that the same includes and shall be binding upon the heirs, executors, administrators, successors and assigns (including successors by consolidation) of the Assignor as the case may be, and any party or parties holding title to the Property by, through or under the Assignor. All of the rights, powers, privileges and immunities herein granted assigned to the Assignee and the Lenders shall also inure to their successors and assigns, including all holders, from time to time, of the Note.

16. It is expressly understood that no judgment or decree which may be entered on any debt secured hereby shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured hereby, in whatever form the said indebtedness may be shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of the rents, issues and profits of the Property, or by the Assignor, or until such time as this instrument may be voluntarily released. The rights granted hereunder shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Assignor, the Assignee and the Lenders.

17. In the event any lessee under any of the Leases should be the subject of any proceeding under the United States Bankruptcy Code or any other federal, state, or local statute which provides for the possible termination or rejection of any of the Leases assigned hereby, Assignor covenants and agrees that if any of the Leases are so rejected, no settlement for damages shall be made with respect to a Lease without the prior written consent of the Assignee, and any check in payment of damages for rejection of any of the Leases will be made payable to Assignor and deposited into the Clearing Account.

18. Assignor will not execute an assignment of the rents or any part thereof from the Property without Assignee's prior consent.

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19. Governing Law; Consent to Jurisdiction; Mutual Waiver of Jury Trial.

- (a) Substantial Relationship. It is understood and agreed that all of the Loan Documents were delivered in the State of Illinois, which State the parties agree has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents.
- (b) Place of Delivery. Assignor agrees to furnish to Assignee at Assignee's office in Chicago, Illinois set forth in Section 16.1 of the Loan Agreement all further instruments, certifications and documents required to be furnished hereunder, if any.
- (c) Governing Law. This Assignment and each of the other Loan Documents shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Illinois without regard to principles of conflicts of law.
- (d) Consent to Jurisdiction. Assignor hereby consents to personal jurisdiction in any state or Federal court located within the State of Illinois.
- (e) JURY TRIAL WAIVER. ASSIGNOR, ASSIGNEE AND LENDERS MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS ASSIGNMENT, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF ASSIGNEE RELATING TO THE ADMINISTRATION OF THE LOAN OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, INDIRECT, SPECULATIVE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. ASSIGNOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ASSIGNEE OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ASSIGNEE OR ANY LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THE TRANSACTIONS CONTEMPLATED HEREBY.

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EXHIBIT "A" Property Description

All that certain lot or parcel of land together with all improvements thereon located and being in the County of Cook, Illinois and being more particularly described as follows:

PARCEL A:

RETAIL PARCEL:

P1 - BASEMENT LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 14.94 CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°16'45" WEST, ALONG THE EAST LINE OF SAID TRACT, 118.89 FEET; THENCE NORTH 90°00'00" WEST, 29.71 FEET; THENCE SOUTH 00°00'00" WEST, 34.83 FEET; THENCE SOUTH 90°00'00" EAST, 17.83 FEET; THENCE NORTH 00°00'00" EAST, 14.93 FEET; THENCE SOUTH 90°00'00" EAST, 11.79 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00°16'45" WEST, 22.01 FEET; THENCE NORTH 90°00'00" WEST, 58.84 FEET; THENCE SOUTH 00°00'00" WEST, 11.08 FEET; THENCE SOUTH 90°00'00" EAST, 12.66 FEET; THENCE SOUTH 00°00'00" WEST, 43.92 FEET; THENCE SOUTH 90°00'00" EAST, 9.34 FEET; THENCE SOUTH 00°00'00" WEST, 50.66 FEET; THENCE NORTH 90°00'00" WEST, 26.08 FEET; THENCE SOUTH 00°00'00" WEST, 9.90 FEET; THENCE NORTH 89°06'47" WEST, 24.40 FEET; THENCE NORTH 00°00'00" EAST, 3.09 FEET; THENCE NORTH 90°00'00" WEST, 11.25 FEET; THENCE SOUTH 00°00'00" WEST, 2.60 FEET; THENCE NORTH 90°00'00" WEST, 30.03 FEET; THENCE SOUTH 00°00'00" WEST, 11.01 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE NORTH 88°57'32" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 35.34 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00°00'00" EAST, ALONG THE WEST LINE OF SAID TRACT, 288.47 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89°05'30" EAST, ALONG THE NORTH LINE OF SAID TRACT, 164.74 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°16'45" EAST, ALONG THE EAST LINE OF SAID TRACT, 135.11 FEET; THENCE NORTH 90°00'00" WEST, 36.88 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" WEST, 9.58 FEET; THENCE NORTH 00°00'00" EAST, 7.08 FEET; THENCE SOUTH 90°00'00" EAST, 9.58 FEET; THENCE SOUTH 00°00'00" WEST, 7.08 FEET TO THE POINT OF BEGINNING; ALSO EXCEPT THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°16'45" EAST, ALONG THE EAST LINE OF SAID

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TRACT, 169.94 FEET; THENCE SOUTH 89°47'51" WEST, 37.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°47'51" WEST, 23.58 FEET; THENCE NORTH 00°00'00" EAST, 38.08 FEET; THENCE SOUTH 90°00'00" EAST, 23.58 FEET; THENCE SOUTH 00°00'00" WEST, 38.00 FEET TO THE POINT OF BEGINNING);

P1 - 1ST FLOOR LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +33.06 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.94 CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°16'45" WEST, ALONG THE EAST LINE OF SAID TRACT, 70.22 FEET; THENCE NORTH 89°57'23" WEST, 10.09 FEET; THENCE SOUTH 00°02'37" WEST, 0.84 FEET; THENCE NORTH 89°57'23" WEST, 8.39 FEET; THENCE SOUTH 00°02'37" WEST, 1.23 FEET; THENCE NORTH 89°57'23" WEST, 18.46 FEET; THENCE NORTH 00°02'37" EAST, 3.12 FEET; THENCE NORTH 89°57'23" WEST, 43.03 FEET; THENCE SOUTH 00°02'37" WEST, 44.69 FEET; THENCE NORTH 89°57'23" WEST, 4.33 FEET; THENCE SOUTH 00°02'37" WEST, 14.32 FEET; THENCE SOUTH 89°57'23" EAST, 4.33 FEET; THENCE SOUTH 00°02'37" WEST, 24.32 FEET; THENCE NORTH 89°57'29" WEST, 3.73 FEET; THENCE SOUTH 00°14'00" EAST, 8.28 FEET; THENCE SOUTH 89°57'23" EAST, 3.69 FEET; THENCE SOUTH 00°02'37" WEST, 21.00 FEET; THENCE SOUTHWESTERLY 28.10 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 33.23 FEET, CONVEX TO THE NORTHWEST AND WHOSE CHORD BEARS SOUTH 24°16'26" WEST A DISTANCE OF 27.27 FEET; THENCE SOUTH 00°02'01" WEST, 36.23 FEET; THENCE SOUTH 90°00'00" EAST, 18.37 FEET; THENCE SOUTH 00°02'37" WEST, 44.71 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE NORTH 88°57'32" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 45.67 FEET; THENCE NORTH 00°02'37" EAST, 10.76 FEET; THENCE NORTH 89°57'23" WEST, 25.80 FEET; THENCE SOUTH 00°02'37" WEST, 2.72 FEET; THENCE NORTH 89°57'23" WEST, 11.68 FEET; THENCE NORTH 00°02'37" EAST, 2.53 FEET; THENCE NORTH 89°57'23" WEST, 8.29 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00°00'00" EAST, ALONG THE WEST LINE OF SAID TRACT, 278.70 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°05'30" EAST, ALONG THE NORTH LINE OF SAID TRACT, 164.74 FEET TO THE POINT OF BEGINNING;

P2 - 1ST FLOOR LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A PLANE ESTABLISHED BY THE HEREINAFTER DESCRIBED POINTS 'A', 'B' AND 'C' LYING ON SAID PLANE AND LYING ABOVE AN HORIZONTAL PLANE HAVING AN ELEVATION OF +14.94 CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°57'32" EAST, ALONG THE SOUTH LINE OF SAID TRACT, 71.90 FEET; THENCE NORTH 00°02'37" EAST, 44.71

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FEET TO THE AFOREMENTIONED POINT 'A', HAVING AN ELEVATION OF +33.06 CHICAGO CITY DATUM, SAID POINT 'A' ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 90°00'00" WEST, 18.37 FEET TO THE AFOREMENTIONED POINT 'B', HAVING AN ELEVATION OF +33.06 CHICAGO CITY DATUM; THENCE NORTH 00°02'01" EAST, 36.23 FEET; THENCE NORTHEASTERLY 28.10 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 33.23 FEET, CONVEX TO THE NORTHWEST AND WHOSE CHORD BEARS NORTH 24°16'26" EAST A DISTANCE OF 27.27 FEET TO THE AFOREMENTIONED POINT 'C', HAVING AN ELEVATION OF +25.33 CHICAGO CITY DATUM; THENCE SOUTH 00°02'37" WEST, 25.79 FEET; THENCE NORTH 89°57'23" WEST, 2.84 FEET; THENCE SOUTH 00°02'37" WEST, 21.03 FEET; THENCE SOUTH 89°57'23" EAST, 10.02 FEET; THENCE SOUTH 00°02'37" WEST, 14.26 FEET TO THE POINT OF BEGINNING;

P1 - SECOND LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.91 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +33.06 CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°16'45" WEST, ALONG THE EAST LINE OF SAID TRACT, 173.42 FEET; THENCE NORTH 89°57'23" WEST, 10.71 FEET; THENCE SOUTH 00°02'37" WEST, 11.25 FEET; THENCE SOUTH 89°57'23" EAST, 0.56 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00°16'45" WEST, ALONG THE EAST LINE OF SAID TRACT, 15.80 FEET; THENCE NORTH 89°57'23" WEST, 9.60 FEET; THENCE SOUTH 00°02'37" WEST, 11.27 FEET; THENCE SOUTH 89°57'23" EAST, 9.05 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00°16'45" WEST, ALONG THE EAST LINE OF SAID TRACT, 77.09 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 88°57'32" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 25.56 FEET; THENCE NORTH 00°02'37" EAST, 6.98 FEET; THENCE NORTHEASTERLY 35.56 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 33.23 FEET AND WHOSE CHORD BEARS NORTH 30°42'08" EAST A DISTANCE OF 33.89 FEET; THENCE NORTH 00°02'37" EAST, 3.27 FEET; THENCE NORTHWESTERLY 43.34 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 33.23 FEET AND WHOSE CHORD BEARS NORTH 37°19'23" WEST A DISTANCE OF 40.33 FEET; THENCE NORTH 89°57'23" WEST, 20.89 FEET; THENCE NORTHEASTERLY 3.68 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 56.69 FEET AND WHOSE CHORD BEARS NORTH 42°40'07" EAST A DISTANCE OF 3.68 FEET; THENCE NORTH 41°59'56" WEST, 7.11 FEET; THENCE NORTH 00°02'37" EAST, 8.47 FEET; THENCE SOUTH 89°57'23" EAST, 8.97 FEET; THENCE NORTH 00°02'37" EAST, 10.69 FEET; THENCE NORTH 89°57'23" WEST, 7.70 FEET; THENCE NORTH 10°19'38" WEST, 16.43 FEET; THENCE SOUTH 89°57'23" EAST, 5.41 FEET; THENCE NORTH 00°02'37" EAST, 7.78 FEET; THENCE SOUTH 89°57'23" EAST, 8.98 FEET; THENCE NORTH 00°02'37" EAST, 4.77 FEET; THENCE NORTH 89°57'23" WEST, 18.60 FEET; THENCE SOUTH 00°02'37" WEST, 12.70 FEET; THENCE SOUTHWESTERLY 47.40 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 33.23 FEET AND WHOSE CHORD BEARS SOUTH 40°54'47" WEST A DISTANCE OF 43.49 FEET; THENCE SOUTH

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00°02'01" WEST, 45.60 FEET; THENCE SOUTHEASTERLY 37.19 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 33.22 FEET AND WHOSE CHORD BEARS SOUTH 32°01'33" EAST A DISTANCE OF 35.28 FEET; THENCE SOUTH 00°02'37" WEST, 5.44 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE NORTH 88°57'32" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 46.05 FEET; THENCE NORTH 00°02'37" EAST, 10.76 FEET; THENCE NORTH 89°57'23" WEST, 45.76 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00°00'00" EAST, ALONG THE WEST LINE OF SAID TRACT, 278.51 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°05'30" EAST, ALONG THE NORTH LINE OF SAID TRACT, 164.74 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°16'45" WEST, ALONG THE EAST LINE OF SAID TRACT, 126.01 FEET; THENCE NORTH 89°57'23" WEST, 37.58 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°57'23" WEST, 32.51 FEET; THENCE NORTH 00°02'37" EAST, 38.07 FEET; THENCE SOUTH 89°57'23" EAST, 32.51 FEET; THENCE SOUTH 00°02'37" WEST, 38.07 FEET TO THE POINT OF BEGINNING; ALSO EXCEPT THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°16'45" WEST, ALONG THE EAST LINE OF SAID TRACT, 127.01 FEET; THENCE NORTH 89°57'23" WEST, 79.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°57'23" WEST, 5.11 FEET; THENCE NORTH 00°02'37" EAST, 6.23 FEET; THENCE SOUTH 89°57'23" EAST, 5.11 FEET; THENCE SOUTH 00°02'37" WEST, 6.23 FEET TO THE POINT OF BEGINNING);

P2 - SECOND LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A PLANE ESTABLISHED BY THE HEREINAFTER DESCRIBED POINTS 'A', 'B' AND 'C' LYING ON SAID PLANE AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +35.06 CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 88°57'32" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 25.56 FEET; THENCE NORTH 00°02'37" EAST, 6.98 FEET; THENCE NORTHEASTERLY 35.56 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 33.23 FEET AND WHOSE CHORD BEARS NORTH 30°42'08" EAST A DISTANCE OF 33.89 FEET; THENCE NORTH 00°02'37" EAST, 3.27 FEET; THENCE NORTHWESTERLY 37.81 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 33.23 FEET AND WHOSE CHORD BEARS NORTH 32°33'26" WEST A DISTANCE OF 35.81 FEET TO THE AFOREMENTIONED POINT 'A', HAVING AN ELEVATION OF +43.28 CHICAGO CITY DATUM, SAID POINT 'A' ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00°02'37" WEST, 20.68 FEET TO THE AFOREMENTIONED POINT 'B', HAVING AN ELEVATION OF +43.28 CHICAGO CITY DATUM; THENCE WESTERLY 42.89 FEET

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ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH, HAVING A RADIUS OF 16.86 FEET AND WHOSE CHORD BEARS SOUTH 72°55'33" WEST A DISTANCE OF 32.22 FEET; THENCE NORTH 00°02'37" EAST, 20.33 FEET; THENCE NORTHERLY 10.59 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST, HAVING A RADIUS OF 16.86 FEET AND WHOSE CHORD BEARS NORTH 18°01'59" EAST A DISTANCE OF 10.41 FEET; THENCE NORTHEASTERLY 2.37 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 56.69 FEET AND WHOSE CHORD BEARS NORTH 39°36'50" EAST A DISTANCE OF 2.37 FEET TO THE AFOREMENTIONED POINT 'C', HAVING AN ELEVATION OF +48.01 CHICAGO CITY DATUM; THENCE SOUTH 89°57'23" EAST, 20.89 FEET; THENCE EASTERLY 5.53 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH, HAVING A RADIUS OF 33.23 FEET AND WHOSE CHORD BEARS SOUTH 69°55'25" EAST A DISTANCE OF 5.53 FEET TO THE POINT OF BEGINNING;

P3 - SECOND LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.91 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +33.06 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 88°57'32" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 25.56 FEET; THENCE NORTH 00°02'37" EAST, 6.98 FEET; THENCE NORTHEASTERLY 35.56 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 33.23 FEET AND WHOSE CHORD BEARS NORTH 30°42'08" EAST A DISTANCE OF 33.89 FEET; THENCE NORTH 00°02'37" EAST, 3.27 FEET; THENCE NORTHWESTERLY 37.81 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 33.23 FEET AND WHOSE CHORD BEARS NORTH 32°33'26" WEST A DISTANCE OF 35.81 FEET; THENCE SOUTH 00°02'37" WEST, 20.68 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY 16.87 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST, HAVING A RADIUS OF 16.86 FEET AND WHOSE CHORD BEARS SOUTH 17°04'34" EAST A DISTANCE OF 9.93 FEET; THENCE SOUTH 00°02'37" WEST, 3.27 FEET; THENCE WESTERLY 52.96 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH, HAVING A RADIUS OF 16.86 FEET AND WHOSE CHORD BEARS NORTH 89°57'23" WEST A DISTANCE OF 33.72 FEET; THENCE NORTH 00°02'37" EAST, 3.27 FEET; THENCE EASTERLY 42.89 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH, HAVING A RADIUS OF 16.86 FEET AND WHOSE CHORD BEARS NORTH 72°55'33" EAST A DISTANCE OF 32.22 FEET TO THE POINT OF BEGINNING;

P1 - THIRD LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +61.62 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.91 CHICAGO CITY DATUM, AND LYING

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WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°05'30" WEST, ALONG THE NORTH LINE OF SAID TRACT, 164.74 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00°00'00" WEST, ALONG THE WEST LINE OF SAID TRACT, 43.16 FEET; THENCE SOUTH 90°00'00" EAST, 109.91 FEET; THENCE SOUTH 00°00'00" WEST, 47.36 FEET; THENCE NORTH 89°55'29" EAST, 16.69 FEET; THENCE SOUTH 00°04'31" EAST, 38.07 FEET; THENCE SOUTH 89°55'29" WEST, 8.60 FEET; THENCE NORTH 00°04'31" WEST, 19.04 FEET; THENCE NORTH 89°55'29" EAST, 0.25 FEET; THENCE NORTH 00°04'31" WEST, 10.83 FEET; THENCE SOUTH 89°55'29" WEST, 6.09 FEET; THENCE SOUTH 00°04'31" EAST, 10.83 FEET; THENCE SOUTH 89°55'29" WEST, 0.59 FEET; THENCE SOUTH 00°04'31" EAST, 19.04 FEET; THENCE SOUTH 89°55'29" WEST, 1.71 FEET; THENCE SOUTH 00°00'00" WEST, 35.10 FEET; THENCE SOUTH 90°00'00" EAST, 54.03 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 00°16'45" EAST, ALONG THE EAST LINE OF SAID TRACT, 161.07 FEET TO THE POINT OF BEGINNING;

P2 - THIRD LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +61.62 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.91 CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 88°57'32" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 56.46 FEET; THENCE NORTH 00°02'37" EAST, 2.37 FEET; THENCE SOUTH 89°57'23" EAST, 14.95 FEET; THENCE NORTHEASTERLY 52.36 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 33.44 FEET AND WHOSE CHORD BEARS NORTH 44°49'50" EAST A DISTANCE OF 47.17 FEET; THENCE NORTH 00°02'37" EAST, 3.02 FEET; THENCE NORTHERLY 24.18 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST, HAVING A RADIUS OF 33.23 FEET AND WHOSE CHORD BEARS NORTH 20°48'19" WEST A DISTANCE OF 23.55 FEET; THENCE NORTHERLY 12.27 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST, HAVING A RADIUS OF 16.85 FEET AND WHOSE CHORD BEARS NORTH 20°48'19" WEST A DISTANCE OF 12.00 FEET; THENCE NORTH 00°02'38" EAST, 54.57 FEET; THENCE SOUTH 90°00'00" EAST, 21.49 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00°16'45" WEST, ALONG THE EAST LINE OF SAID TRACT, 30.73 FEET; THENCE NORTH 89°57'23" WEST, 8.23 FEET; THENCE SOUTH 00°02'37" WEST, 8.66 FEET; THENCE NORTH 89°57'23" WEST, 0.91 FEET; THENCE SOUTH 00°02'37" WEST, 11.39 FEET; THENCE SOUTH 89°57'23" EAST, 9.05 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00°16'45" WEST, ALONG THE EAST LINE OF SAID TRACT, 76.98 FEET TO THE POINT OF BEGINNING;

P3 - THIRD LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN

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ELEVATION OF +61.62 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.91 CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 88°57'32" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 56.46 FEET; THENCE NORTH 00°02'37" EAST, 18.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°02'37" EAST, 27.93 FEET; THENCE EASTERLY 44.86 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH, HAVING A RADIUS OF 16.86 FEET AND WHOSE CHORD BEARS SOUTH 76°10'46" EAST A DISTANCE OF 32.75 FEET; THENCE SOUTH 00°02'37" WEST, 3.27 FEET; THENCE SOUTHWESTERLY 26.48 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 16.86 FEET AND WHOSE CHORD BEARS SOUTH 45°02'37" WEST A DISTANCE OF 23.84 FEET; THENCE NORTH 89°57'23" WEST, 14.95 FEET TO THE POINT OF BEGINNING;

P4 - THIRD LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +61.62 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.91 CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°00'00" EAST, ALONG THE WEST LINE OF SAID TRACT, 9.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'00" EAST, ALONG THE WEST LINE OF SAID TRACT, 7.69 FEET; THENCE SOUTH 89°57'23" EAST, 30.33 FEET; THENCE SOUTH 00°02'37" WEST, 8.61 FEET; THENCE NORTH 89°57'23" WEST, 7.02 FEET; THENCE NORTH 00°02'37" EAST, 0.92 FEET; THENCE NORTH 89°57'23" WEST, 23.31 FEET TO THE POINT OF BEGINNING;

P5 - THIRD LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +61.62 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.91 CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°16'45" EAST, ALONG THE EAST LINE OF SAID TRACT, 127.76 FEET; THENCE NORTH 90°00'00" WEST, 37.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°02'37" WEST, 55.07 FEET; THENCE NORTH 89°57'23" WEST, 16.12 FEET; THENCE NORTH 00°00'00" EAST, 55.06 FEET; THENCE SOUTH 90°00'00" EAST, 16.17 FEET TO THE POINT OF BEGINNING;

P6 - THIRD LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION

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10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +61.62 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.91 CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°05'30" WEST, ALONG THE NORTH LINE OF SAID TRACT, 164.74 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00°00'00" WEST, ALONG THE WEST LINE OF SAID TRACT, 43.16 FEET; THENCE SOUTH 90°00'00" EAST, 56.24 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" WEST, 93.94 FEET; THENCE SOUTH 90°00'00" EAST, 53.67 FEET; THENCE NORTH 00°00'00" EAST, 8.51 FEET; THENCE SOUTH 89°55'29" WEST, 15.77 FEET; THENCE NORTH 00°04'31" WEST, 38.07 FEET; THENCE NORTH 89°55'29" EAST, 15.82 FEET; THENCE NORTH 00°00'00" EAST, 47.36 FEET; THENCE NORTH 90°00'00" WEST, 53.67 FEET TO THE POINT OF BEGINNING.

P7 - THIRD LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +55.61 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.91 CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00°00'00" WEST, ALONG THE WEST LINE OF SAID TRACT, 137.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90°00'00" EAST, 109.91 FEET; THENCE SOUTH 00°00'00" WEST, 15.93 FEET; THENCE NORTH 90°00'00" WEST, 109.91 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00°00'00" EAST, ALONG THE WEST LINE OF SAID TRACT, 15.93 FEET TO THE POINT OF BEGINNING;

P8 - THIRD LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A PLANE ESTABLISHED BY THE HEREINAFTER DESCRIBED POINTS 'A', 'B' AND 'C' LYING ON SAID PLANE AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.91 CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00°00'00" WEST, ALONG THE WEST LINE OF SAID TRACT, 43.16 FEET TO THE AFOREMENTIONED POINT 'B', HAVING AN ELEVATION OF +61.62 CHICAGO CITY DATUM, SAID POINT 'B' ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 90°00'00" EAST, 56.24 FEET TO THE AFOREMENTIONED POINT 'C', HAVING AN ELEVATION OF +61.62 CHICAGO CITY DATUM; THENCE SOUTH 00°00'00" WEST, 93.94 FEET; THENCE NORTH 90°00'00" WEST, 56.24 FEET TO THE WEST LINE OF SAID TRACT AND TO THE AFOREMENTIONED POINT 'A', HAVING AN ELEVATION OF +55.61 CHICAGO CITY

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DATUM; THENCE NORTH 00°00'00" EAST, ALONG THE WEST LINE OF SAID TRACT, 93.94 FEET TO THE POINT OF BEGINNING;

P9 - THIRD LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, AND LYING BELOW A PLANE ESTABLISHED BY THE HEREINAFTER DESCRIBED POINTS 'A', 'B' AND 'C' LYING ON SAID PLANE AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.91 CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00°00'00" WEST, ALONG THE WEST LINE OF SAID TRACT, 153.03 FEET TO THE AFOREMENTIONED POINT 'B', HAVING AN ELEVATION OF +55.61 CHICAGO CITY DATUM, SAID POINT 'B' ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" WEST, ALONG THE WEST LINE OF SAID TRACT, 91.65 FEET TO THE AFOREMENTIONED POINT 'A', HAVING AN ELEVATION OF +48.91 CHICAGO CITY DATUM; THENCE SOUTH 89°57'23" EAST, 57.14 FEET; THENCE NORTH 00°00'00" EAST, 91.73 FEET TO THE AFOREMENTIONED POINT 'C' HAVING AN ELEVATION OF +55.61 CHICAGO CITY DATUM; THENCE NORTH 90°00'00" WEST, 57.14 FEET TO THE POINT OF BEGINNING;

P10 - THIRD LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A PLANE ESTABLISHED BY THE HEREINAFTER DESCRIBED POINTS 'A', 'B' AND 'C' LYING ON SAID PLANE AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.91 CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00°00'00" WEST, ALONG THE WEST LINE OF SAID TRACT, 153.03 FEET; THENCE SOUTH 90°00'00" EAST, 57.14 FEET TO THE AFOREMENTIONED POINT 'C', HAVING AN ELEVATION OF +55.61 CHICAGO CITY DATUM, SAID POINT 'C' ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 90°00'00" EAST, 52.77 FEET TO THE AFOREMENTIONED POINT 'A', HAVING AN ELEVATION OF +55.61 CHICAGO CITY DATUM; THENCE SOUTH 00°00'00" WEST, 65.71 FEET; THENCE NORTH 89°57'23" WEST, 1.82 FEET; THENCE NORTH 00°02'36" EAST, 14.86 FEET; THENCE NORTH 89°57'23" WEST, 19.13 FEET; THENCE SOUTH 00°02'37" WEST, 14.86 FEET; THENCE SOUTH 89°57'23" EAST, 14.79 FEET; THENCE SOUTH 00°02'37" WEST, 4.93 FEET; THENCE SOUTH 55°22'34" WEST, 36.86 FEET; THENCE NORTH 89°57'23" WEST, 8.60 FEET; THENCE SOUTH 00°02'37" WEST, 2.59 FEET; THENCE NORTH 89°57'23" WEST, 8.18 FEET; THENCE NORTH 00°02'37" EAST, 2.43 FEET; THENCE SOUTH 89°57'23" EAST, 0.50 FEET TO THE AFOREMENTIONED POINT 'B' HAVING AN ELEVATION OF +61.62 CHICAGO CITY DATUM; THENCE NORTH 00°00'00" EAST, 91.73 FEET TO THE POINT OF BEGINNING;

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P11 - THIRD LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A PLANE ESTABLISHED BY THE HEREINAFTER DESCRIBED POINTS 'A', 'B' AND 'C' LYING ON SAID PLANE AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.91 CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°16'45" EAST, ALONG THE EAST LINE OF SAID TRACT, 127.76 FEET; THENCE NORTH 90°00'00" WEST 21.49 FEET TO THE AFOREMENTIONED POINT 'C', HAVING AN ELEVATION OF +61.62 CHICAGO CITY DATUM, SAID POINT 'C' ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 90°00'00" WEST, 16.37 FEET TO THE AFOREMENTIONED POINT 'B', HAVING AN ELEVATION OF +61.62 CHICAGO CITY DATUM; THENCE SOUTH 00°02'37" WEST, 42.41 FEET TO THE AFOREMENTIONED POINT 'A', HAVING AN ELEVATION OF +54.91 CHICAGO CITY DATUM; THENCE SOUTH 89°57'23" EAST, 16.37 FEET; THENCE NORTH 00°02'38" EAST, 42.42 FEET TO THE POINT OF BEGINNING;

P1 - 4TH FLOOR LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 73.24 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 61.62 CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°05'30" WEST, ALONG THE NORTH LINE OF SAID TRACT, 70.72 FEET; THENCE SOUTH 00°00'00" WEST, 7.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" WEST, 15.66 FEET; THENCE NORTH 90°00'00" WEST, 8.58 FEET; THENCE NORTH 00°00'00" EAST, 15.66 FEET; THENCE SOUTH 90°00'00" EAST, 8.58 FEET TO THE POINT OF BEGINNING;

P2 - 4TH FLOOR LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A PLANE ESTABLISHED BY THE HEREINAFTER DESCRIBED POINTS 'A', 'B' AND 'C' LYING ON SAID PLANE AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +61.62 CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°05'30" WEST, ALONG THE NORTH LINE OF SAID TRACT, 164.74 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00°00'00" WEST, ALONG THE WEST LINE OF SAID TRACT, 43.16 FEET; THENCE SOUTH 90°00'00" EAST, 56.24 FEET TO THE AFOREMENTIONED POINT

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'C', HAVING AN ELEVATION OF +61.62 CHICAGO CITY DATUM, SAID POINT 'C' ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" WEST, 93.94 FEET TO THE AFOREMENTIONED POINT 'B', HAVING AN ELEVATION OF +66.96 CHICAGO CITY DATUM; THENCE SOUTH 90°00'00" EAST, 53.67 FEET; THENCE NORTH 00°00'00" EAST, 8.51 FEET; THENCE SOUTH 89°55'29" WEST, 15.77 FEET; THENCE NORTH 00°04'31" WEST, 38.07 FEET; THENCE NORTH 89°55'29" EAST, 15.82 FEET; THENCE NORTH 00°00'00" EAST, 47.36 FEET TO THE AFOREMENTIONED POINT 'A', HAVING AN ELEVATION OF +61.62 CHICAGO CITY DATUM; THENCE NORTH 90°00'00" WEST, 53.67 FEET TO THE POINT OF BEGINNING;

P1 - 5TH FLOOR LEVEL

THAT PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 64.55 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 73.24 CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°05'30" WEST, ALONG THE NORTH LINE OF SAID TRACT, 63.06 FEET; THENCE SOUTH 00°00'00" WEST, 5.19 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" WEST, 14.41 FEET; THENCE NORTH 90°00'00" WEST, 7.67 FEET; THENCE SOUTH 00°00'00" WEST, 3.36 FEET; THENCE NORTH 90°00'00" WEST, 8.58 FEET; THENCE NORTH 00°00'00" EAST, 17.77 FEET; THENCE SOUTH 90°00'00" EAST, 16.24 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B:

NON-EXCLUSIVE EASEMENT APPURTENANT FOR THE BENEFIT OF PARCELS A AND D AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, RECORDED DECEMBER 16, 2004 AS DOCUMENT NUMBER 0435103107, FOR INGRESS AND EGRESS, MAINTENANCE, STRUCTURAL SUPPORT, USE OF FACILITIES, ENCROACHMENTS, COMMON WALLS, UTILITIES AND PERMANENT CANOPY OVER THE LAND DESCRIBED THEREIN.

PARCEL C:

INTENTIONALLY DELETED.

PARCEL D:

PARKING SPACE UNITS P3-7, P3-8, P3-9, P3-11, P3-13, P3-15, P3-17 AND P3-23 IN THE HERITAGE AT MILLENNIUM PARK CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:

PART OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 16, 2004 AS DOCUMENT NUMBER 0435103109, AS AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL E:

NON-EXCLUSIVE EASEMENT APPURTENANT FOR THE BENEFIT OF THE OWNERS OF PARCELS A AND D AND THE GENERAL PUBLIC FOR INGRESS AND EGRESS AS GRANTED IN EASEMENT, CONSTRUCTION AND OPERATING AGREEMENT RECORDED MARCH 21, 1986 AS DOCUMENT NUMBER 86110787 MADE BY AND BETWEEN THE CITY OF CHICAGO, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 21, 1985 AND KNOWN AS TRUST NUMBER 63352, AND COMMERCIAL RETAIL SPECIALISTS, INC., GRANTING A PERMANENT EASEMENT OVER, ACROSS AND THROUGH A THREE DIMENSIONAL PORTION OF A CERTAIN PROPERTY FOR A SUBSURFACE PEDESTRIAN PASSAGEWAY, AS DESCRIBED THEREIN.

ADDRESS: 55 EAST RANDOLPH STREET, CHICAGO, ILLINOIS 60601

PINs:

PARCEL A:	17-10-309-014-0000
PARCEL D:	17-10-309-015-1192 (P3-7)
PARCEL D:	17-10-309-015-1193 (P3-8)
PARCEL D:	17-10-309-015-1194 (P3-9)
PARCEL D:	17-10-309-015-1196 (P3-11)
PARCEL D:	17-10-309-015-1198 (P3-13)
PARCEL D:	17-10-309-015-1200 (P3-15)
PARCEL D:	17-10-309-015-1202 (P3-17)
PARCEL D:	17-10-309-015-1208 (P3-23)