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1801034074

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/10/2018 01:49 PM PG: 1 OF 10

Handwritten notes: *1/11/18*

Chicago Title

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made as of this 9th day of January, 2018, between **9 West Walker Condominium Developer LLC, a Delaware limited liability company** ("Grantor"), having an address at 908 North Halsted Street, Chicago, Illinois 60614, and **Chicago Title Land Trust Company, as Trustee under the provisions of a certain Trust Agreement dated November 15, 2017, and known as Trust Number 8002376452**, having an address of 10 S. LaSalle Street, Suite 2750, Chicago, Illinois ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Grantee(s), the receipt and sufficiency of which is hereby acknowledged, by these presents does GRANT, BARGAIN AND SELL unto Grantee, and to its successors and assigns, **FOREVER**, all of the following described real estate, situated in the County of Cook and State of Illinois known and described as follows ("Real Estate"), to-wit:

See Exhibit A attached hereto and by this reference made a part hereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the above-described Real Estate, with the hereditaments and appurtenances: **TO HAVE AND TO HOLD** the said Real Estate, with the appurtenances, unto Grantee, and its successors and assigns forever.

And Grantor, for itself, and its successors, does covenant, promise and agree to and with Grantee, and to its successors and assigns that is has not done or suffered to be done, anything whereby the Real Estate hereby granted is, or may be, in any manner encumbered or charged, except as herein recited; and that it **WILL WARRANT AND FOREVER DEFEND**, the title and quiet possession to the Real Estate against all persons lawfully claiming, or to claim the same, by, through or under Grantor, subject only to all covenants, restrictions, easements, reservations and other exceptions set forth in Exhibit B attached hereto and by this reference made a part hereof.

THE TERMS AND CONDITIONS APPEARING ON PAGE 2 OF THIS INSTRUMENT ARE MADE A PART HEREOF.

Vertical stamp: S P S SC INT

Handwritten signature: *MR Roe*

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TERMS AND CONDITIONS

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.


In no case shall any party dealing with said Trustee, or any successor in trust in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Recorder or Deeds of the aforesaid county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.



This conveyance is made upon the express understanding and condition that neither Chicago Title Land Trust Company, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendments thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation, or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Chicago Title Land Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above described.

Rev. 11/2010

2

REAL ESTATE TRANSFER TAX		09-Jan-2018
	CHICAGO:	90,750.00
	CTA:	36,300.00
	TOTAL:	127,050.00 *
17-04-435-031-0000 20180101676979 1-240-788-000		

REAL ESTATE TRANSFER TAX		09-Jan-2018
	COUNTY:	6,050.00
	ILLINOIS:	12,100.00
	TOTAL:	18,150.00
17-04-435-031-0000 20180101676979 1-585-949-728		

* Total does not include any applicable penalty or interest due.

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Exhibit A LEGAL DESCRIPTION

For APN/Parcel ID(s): 17-04-435-031-0000 U/L

PARCEL 1A:

UNIT NUMBER 2100 IN 9 WEST WALTON STREET CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 6 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING 3 DESCRIBED PARCELS:

1: RETAIL PARCEL 1

THAT PART OF LOT 6 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +26.55 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.36 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6, BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF WEST WALTON STREET WITH THE WEST LINE OF NORTH STATE STREET; THENCE SOUTH 00°15'03" WEST ALONG THE EAST LINE OF SAID LOT 6 A DISTANCE OF 98.16 FEET; THENCE NORTH 90°00'00" WEST ALONG A LINE PARALLEL WITH THE SOUTH LINES OF SAID LOT 6 A DISTANCE OF 14.64 FEET; THENCE SOUTH 00°15'03" WEST 0.96 FEET; THENCE NORTH 90°00'00" WEST 29.14 FEET; THENCE NORTH 00°15'03" EAST 16.06 FEET; THENCE NORTH 90°00'00" WEST 26.16 FEET; THENCE NORTH 00°15'03" EAST 11.09 FEET; THENCE SOUTH 90°00'00" EAST 7.14 FEET; THENCE NORTH 00°15'03" EAST 7.15 FEET; THENCE SOUTH 90°00'00" EAST 5.99 FEET; THENCE NORTH 00°15'03" EAST 13.87 FEET; THENCE NORTH 90°00'00" WEST 12.43 FEET; THENCE NORTH 00°15'03" EAST 34.45 FEET; THENCE NORTH 90°00'00" WEST 6.79 FEET; THENCE NORTH 00°15'03" EAST 17.65 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6; THENCE SOUTH 89°53'10" EAST ALONG THE NORTH LINE OF LOT 6 AFORESAID 76.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

2: RETAIL PARCEL 2

THAT PART OF LOT 6 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +26.55 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.36 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE SOUTH 90°00'00" EAST ALONG A SOUTH LINE OF SAID LOT 6 A DISTANCE OF 24.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'00" EAST ALONG A LINE PERPENDICULAR TO THE SOUTH LINES OF LOT 6 AFORESAID 17.02 FEET; THENCE SOUTH 90°00'00" EAST 6.60 FEET; THENCE SOUTH 00°00'00" WEST 2.76 FEET; THENCE SOUTH 90°00'00" EAST 3.16 FEET; THENCE SOUTH 00°00'00" EAST 14.26 FEET TO A POINT ON A SOUTH LINE OF SAID LOT 6; THENCE NORTH 90°00'00" WEST ALONG A SOUTH LINE OF SAID LOT 6 A DISTANCE OF 9.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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LEGAL DESCRIPTION

(continued)

3: RETAIL PARCEL 3

THAT PART OF LOT 6 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +26.55 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6, BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF WEST WALTON STREET WITH THE NORTH LINE OF NORTH STATE STREET; THENCE SOUTH 00°15'03" WEST ALONG THE EAST LINE OF SAID LOT 6 A DISTANCE OF 107.72 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 90°00'00" WEST ALONG A SOUTH LINE OF SAID LOT 6 A DISTANCE OF 49.07 FEET TO A POINT ON A WEST LINE OF LOT 6 AFORESAID; THENCE NORTH 00°00'00" EAST ALONG SAID WEST LINE 19.63 FEET TO A POINT ON A SOUTH LINE OF SAID LOT 6; THENCE NORTH 90°00'00" WEST ALONG A SOUTH LINE OF LOT 6 AFORESAID 21.72 FEET; THENCE NORTH 00°15'03" EAST PARALLEL WITH THE EAST LINE OF SAID LOT 6 A DISTANCE OF 5.14 FEET; THENCE SOUTH 90°00'00" EAST 0.89 FEET; THENCE NORTH 00°15'03" EAST 38.89 FEET; THENCE NORTH 90°00'00" WEST 6.55 FEET; THENCE NORTH 00°15'03" EAST 44.21 FEET TO A POINT ON THE NORTH LINE OF LOT 6 AFORESAID; THENCE SOUTH 89°53'10" EAST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 76.54 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 20, 2017 AS DOCUMENT 1732429058, AS AMENDED BY FIRST AMENDMENT TO CONDOMINIUM RECORDED JANUARY 5, 2018 AS DOCUMENT 1800506108; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 1B:

THE EXCLUSIVE RIGHT TO THE USE STORAGE SPACES 51 AND 52, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID, WHICH STORAGE RIGHT IS APPURTENANT TO THE CONDOMINIUM UNIT DESCRIBED IN PARCEL 1A.

PARCEL 1C:

VALET PARKING RIGHT NOS. 10, 11 AND 12 IN VALET PARKING AREA, LIMITED COMMON ELEMENTS, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 1732429058, WHICH VALET PARKING RIGHT IS APPURTENANT TO THE CONDOMINIUM UNIT DESCRIBED IN PARCEL 1A.

PARCEL 1D:

NON-EXCLUSIVE EASEMENT FOR PERMANENT ENCROACHMENT OF SUBSURFACE FACILITIES AS SET FORTH IN THAT CERTAIN GRANT OF EASEMENTS, TEMPORARY CONSTRUCTION EASEMENTS, AND EASEMENTS FOR PERMANENT ENCROACHMENTS RECORDED MARCH 19, 2009 AS DOCUMENT 0907822026.

PARCEL 1E:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, ENCROACHMENTS AND SHARED FACILITIES AS SET FORTH IN THAT CERTAIN DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND SHARED FACILITIES RECORDED MAY 11, 2010 AS DOCUMENT

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LEGAL DESCRIPTION

(continued)

1013118085 AND FIRST AMENDMENT RECORDED APRIL 30, 2015 AS DOCUMENT 1512041141 AND SECOND AMENDMENT RECORDED NOVEMBER 20, 2017 AS DOCUMENT 1732429055.

PARCEL 1F:

NON-EXCLUSIVE EASEMENTS FOR ACCESS FOR REFUSE REMOVAL AS SET FORTH IN THAT CERTAIN GRANT OF EASEMENT RECORDED NOVEMBER 20, 2017 AS DOCUMENT 1732429056.

PARCEL 1G:

NON-EXCLUSIVE EASEMENT FOR STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, FOUNDATIONS, DEMISING WALLS, COMMON WALLS, FLOORS AND CEILINGS, COLUMNS AND BEAMS AND OTHER SUPPORTING ELEMENTS, ENCROACHMENTS, MAINTENANCE, RESTORATION, RECONSTRUCTION, ACCESS TO COMMERCIAL PROPERTY OR BUILDING SYSTEMS, ROOMS OR FACILITIES, SECURITY CAMERAS, INGRESS AND EGRESS THROUGH COMMON CORRIDORS AND STAIRWELLS AS SET FORTH IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS: RECIPROCAL EASEMENT AGREEMENT RECORDED NOVEMBER 20, 2017 AS DOCUMENT 1732429057.

PARCEL 1H:

THE EXCLUSIVE RIGHT TO THE USE OF TERRACES ADJACENT TO UNIT 2100, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 20, 2017 AS DOCUMENT NUMBER 1732429058, AS AMENDED BY FIRST AMENDMENT TO CONDOMINIUM RECORDED JANUARY 5, 2018 AS DOCUMENT 1800506108.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVEDESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AFORESAID, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISION OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN

COMMONLY KNOWN AS: 9 WEST WALTON STREET, UNIT 2100 CHICAGO, ILLINOIS 60610

For APN/Parcel ID(s): 17-04-435-034-1436

PARCEL 2A:

GU-245 IN THE WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, NOW KNOWN AS LOT 1 IN WALTON ON THE PARK SOUTH SUBDIVISION, RECORDED JULY 27, 2010 AS DOCUMENT 1020834063, A RESUBDIVISION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST

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LEGAL DESCRIPTION

(continued)

QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 1014716029, AS AMENDED BY FIRST AMENDMENT RECORDED JULY 19, 2010 AS DOCUMENT NUMBER 1020039084, RERECORDED AUGUST 18, 2010 AS DOCUMENT NUMBER 1023010047, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2B:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 2A FOR INGRESS, EGRESS, USE AND ENJOYMENT AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS: RECIPROCAL EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 1014716028 AND AMENDED BY RECIPROCAL EASEMENT AGREEMENT RECORDED MARCH 14, 2016 AS DOCUMENT NUMBER 1607444025.

PARCEL 2C:

NON-EXCLUSIVE EASEMENT FOR PERMANENT ENCROACHMENT OF SUBSURFACE FACILITIES FOR THE BENEFIT OF PARCEL 2A AS SET FORTH IN THAT CERTAIN GRANT OF EASEMENTS TEMPORARY CONSTRUCTION EASEMENTS AND EASEMENTS FOR PERMANENT ENCROACHMENTS RECORDED MARCH 19, 2009 AS DOCUMENT 0907822026.

PARCEL 2D:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 2A AS DESCRIBED IN THE DECLARATION OF EASEMENTS FOR MUTUAL ENCROACHMENTS AND MAINTENANCE OF FACILITIES: WALTON MANSIONS AND WALTON SOUTH RECORDED MARCH 19, 2009 AS DOCUMENT NUMBER 0907822030.

PARCEL 2E:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENT, INSTALLATION AND MAINTENANCE OF CONNECTION DEVICES FOR THE BENEFIT OF PARCEL 2A, AS DESCRIBED IN DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND SHARED FACILITIES RECORDED MAY 11, 2010 AS DOCUMENT NUMBER 1013118085, AS AMENDED BY FIRST AMENDMENT RECORDED APRIL 30, 2015 AS DOCUMENT NUMBER 1512041141 ADDING A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER FUTURE WALTON NORTH IMPROVEMENTS IN ORDER TO INSTALL, MAINTAIN AND REPAIR EQUIPMENT AND SENSORS FOR THE GARAGE BARRIER DOOR BETWEEN WALTON NORTH IMPROVEMENTS AND WALTON SOUTH IMPROVEMENTS, AND SECOND AMENDMENT RECORDED NOVEMBER 20, 2017 AS DOCUMENT 1732429059.

COMMONLY KNOWN AS 2 WEST DELAWARE PLACE, GU-245, CHICAGO, ILLINOIS 60610

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Exhibit B

Covenants, Restrictions, Easements, Reservations and Other Exceptions

- (1) Real estate taxes not due and payable at the time of closing.
- (2) Terms, provisions, covenants, conditions and options contained in and rights and easements established by the Declaration of Condominium Ownership recorded November 20, 2017, as Document No. 1732429058, as amended from time to time; and limitations and conditions imposed by the Condominium Property Act.
- (3) Agreement regarding a floor area bonus to benefit the Land by and between City of Chicago and SR Cathedral LLC, an Illinois limited liability company; Walton on the Park North, LLC, an Illinois limited liability company; and Walton on the Park South, LLC, an Illinois limited liability company, recorded November 4, 2008, as Document No. 0830945013, and re-recorded and superceded by instrument recorded January 14, 2010, as Document 1001410032.

Certificate of Completion of Preservation Work pursuant to Section 11 of the Agreement regarding a floor area bonus to benefit (the former) Unity Building within the Washington Square District, by the City of Chicago, recorded January 14, 2010, as Document 1001410033.
- (4) Declaration of Reserved Rights over Mansion Parcels by SR Carpenter House, LLC, SR Thompson House, LLC, and SR Taylor House, LLC (collectively, "Declarants"); Walton on the Park North LLC and Walton on the Park South LLC (collectively, the "Walton Parcels Owners"); and State and Dearborn LLC ("Zoning Declarant") recorded March 19, 2009, as Document 0907822029.

Assignment and Assumption of Zoning Rights by and between Delaware North LLC, Delaware Tower South LLC, Delaware Commercial South LLC and Delaware Community Association LLC (collectively, "Assignor") and 1 W Walton LLC ("Assignee"), recorded March 27, 2014, as Document 1408639084.
- (5) Easements, terms and covenants contained in the Declaration of Easements for Access, Construction, Encroachments and Shared Facilities, recorded May 11, 2010, as Document 1013118085; First Amendment to Declaration of Easements for Access, Construction, Encroachments and Shared Facilities recorded April 30, 2015, as Document 151204114; Second Amendment to Declaration of Easements for Access, Construction, Encroachments and Shared Facilities recorded November 20, 2017, as Document 1732429055; Rights of the adjoining owners to the concurrent use of said easements.
- (6) Grant of Easement dated November 20, 2017, and recorded November 20, 2017, as Document 1732429056, made by Walton on the Park South Condominium Association in favor of 9 W Walton Condominium Developer, LLC, for access over Walton on the Park South for the benefit of 9 W. Walton for ingress and egress for refuse removal, together with further provisions as therein contained.
- (7) Declaration of Covenants, Conditions, Restrictions and Easements: Reciprocal Easement Agreement dated November 20, 2017, and recorded November 20, 2017, as Document 1732429057 made by 9 West Walton Condominium Developer LLC relating to easements for

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structural members, footings, caisson, foundations, demising walls, common walls, floors and ceilings, columns and beams and other supporting elements, encroachments, maintenance, restoration, reconstruction, access to commercial property or building systems, rooms or facilities, security cameras, ingress and egress through common corridors and stairwells, together with further provisions as therein contained.

- (8) Easement Agreement by and between Walton on the Park North, LLC, an Illinois limited liability company and SR Cathedral, LLC, an Illinois limited liability company, recorded January 3, 2011, as Document 1100329094, and the terms and conditions relating thereto.
- (9) Grant of Easements: Temporary Construction Easement and Easement for Permanent Encroachments recorded March 19, 2009 as Document 0907822026.
- (10) Liens, Encumbrances or other matters or acts done or suffered through Purchaser.
- (11) Special Service Area 12 as disclosed by Ordinance recorded as Document Number 91075841.
- (12) Any and all of record: easements, covenants, restrictions, ordinances, agreements, conditions and building lines, including without limitation, a declaration of covenants, easements and maintenance agreement by and between Seller and the owners of other properties that are not part of the Development and located within the Building, as amended from time to time and declarations of covenants, easement and maintenance agreement between the owners of the Development property and adjacent property, to the extent the same do not impact use or enjoyment of Parcel 1 for residential purposes or Parcel 2A for parking purposes.
- (13) Applicable zoning and building laws and ordinances including planned development ordinances.
- (14) Public and quasi-public utility easements, if any.
- (15) Plats of dedication and plats of subdivision and covenants thereon, if any.
- (16) Encroachments, if any, to the extent the same do not impact use or enjoyment of Parcel 1 for residential purposes or Parcel 2A for parking purposes.
- (17) Installments due after the Closing for assessments established under the Declaration.
- (18) Terms, provisions, covenants, conditions and options contained in and rights and easements established by the Declaration of Condominium Ownership recorded May 27, 2010, as Document No. 1014716029, as amended from time to time; and limitations and conditions imposed by the Condominium Property Act.
- (19) Assignment and Assumption of Declarant's Rights recorded March 27, 2014 as Document Number 1408639093, and the terms and provisions contained therein.

Assignment of Declarant's and Developer's Rights recorded March 27, 2014 as Document Number 1408639087, and the terms and provisions contained therein.
- (20) Terms, provisions, covenants, restrictions and easement contained in and granted by Declaration of Covenants, Conditions, Restrictions and Easements: Reciprocal Easement Agreement recorded June 27, 2010 as Document Number 1014716028 and amended by Reciprocal Easement Agreement recorded March 14, 2016, as Document Number 1607444025.

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Assignment and Assumption of Declarant's Rights recorded March 27, 2014 as Document Number 1408639083, and the terms and provisions contained therein.

Assignment and Assumption of Declarant's Rights recorded March 27, 2014 as Document Number 1408639088.

- (21) Covenant recorded September 24, 2008 as Document Number 0826822097, made by Walton on the Park South LLC relating to the maintenance and repair of common sewer lines are the responsibility of the owners, and the terms and provisions thereof.
- (22) Grant of Easements: Recreational Amenities access and use recorded March 19, 2009 as Document Number 0907822024, whereby Walton on the Park South, LLC, grants to Mansion Properties a non-exclusive easement for non-exclusive ingress and egress over the Walton South Property for the benefit of the Mansion Owner for the purposes of providing amenities.
- (23) Grant of Easements: Access over the Walton on the Park South recorded March 19, 2009 as Document Number 0907822025.
- (24) Declaration of Easements for Mutual Encroachments and Maintenance Facilities: Walton Mansions and Walton South recorded March 19, 2009 as Document Number 0907822030 relating to creation of perpetual easements for installation of connection devices; easement permitting encroachment of the Carpenter Garage and Taylor Garage over the Walton South Property; and maintenance of related improvements.
- (25) Easement agreement recorded May 11, 2010 and recorded as Document Number 1013118086 granting a permanent, perpetual, non-exclusive easements for vehicular and pedestrian ingress and egress over, upon and across the common driveway area, use of the South loading dock and trash room to the cathedral property.
- (26) Grantee's mortgage, if any.
- (27) Acts done or suffered by or judgments against Grantee, or anyone claiming under Grantee.