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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/29/2018 01:00 PM PG: 1 OF 18

ASSIGNMENT OF LEASES

T-C 919 N. MICHIGAN AVENUE RETAIL LLC
(Assignor)

and

METLIFE REAL ESTATE LENDING LLC,
as Lead Lender for the ratable benefit of the Lenders
(Assignee)

Dated: As of June 28, 2018

Location: 919 North Michigan Avenue
Chicago, Illinois 60611

County: Cook

State: Illinois

PINS: 17-03-213-018-0000
17-03-213-019-0000
17-03-213-021-0000
17-03-213-022-0000
17-03-213-023-0000

RECORD AND RETURN TO:

Hunton Andrews Kurth LLP
200 Park Avenue
New York, New York 10169
Attention: Peter Mignone, Esq.

(CCTI, 18009152420,
2. P3, CST-ARL0)

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ASSIGNMENT OF LEASES DEFINED TERMS

Execution Date: June 28, 2018	
Loan: A first mortgage loan in an amount of \$55,000,000 from Lenders (as hereinafter defined) to Assignor	
Assignor & Address:	T-C 919 N. Michigan Avenue Retail LLC, a Delaware limited liability company c/o Teachers Insurance and Annuity Association of America 4675 MacArthur Court, Suite 1100 Newport Beach, California 92660 Attention: Scott Trafford
and:	T-C 919 N. Michigan Avenue Retail LLC, a Delaware limited liability company c/o Nuveen 4675 MacArthur Court, Suite 1100 Newport Beach, California 92660 Attention: Gabriel Steffens, Esq.
and:	Seyfarth Shaw LLP 620 Eighth Avenue New York, New York 10018-1404 Attention: Mr. Lester M. Bliwise, Esq.
Assignee:	MetLife Real Estate Lending LLC, a Delaware limited liability company (together with its successors and assigns, including any participant in the Loans, "MetLife") as Lead Lender (as defined in the Loan Agreement), for the ratable benefit of the Lenders (which for all purposes hereunder shall include MetLife, in its capacity as Lender).
Assignee's Address:	MetLife Real Estate Lending LLC One MetLife Way Whippany, NJ 07981-1449 Attention: Managing Director Re: 919 N. Michigan Avenue, Chicago, IL
and:	MetLife Real Estate Lending LLC c/o Metropolitan Life Insurance Company 125 S. Wacker Drive, Suite 1100 Chicago, IL 60606 Attention: Regional Associate General Counsel Re: 919 N. Michigan Avenue, Chicago, IL
and:	MetLife Real Estate Lending LLC One MetLife Way Whippany, NJ 07981-1449

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	<p>Attention: Associate General Counsel – MLIA Unit Investments Law</p> <p>Re: 919 N. Michigan Avenue, Chicago, IL</p>
with a copy to:	<p>Hunton Andrews Kurth LLP 200 Park Avenue New York, New York 10169 Attention: Peter Mignone, Esq.</p>
<p>Lenders: (i) MetLife and (ii) State Street Bank and Trust Company, a Massachusetts chartered trust company (together with its successors and assigns, including any participant in the Loans, “State Street”; MetLife and State Street, each a “Lender” and, collectively, the “Lenders”).</p>	
<p>Note or Notes: The promissory note dated as of the Execution Date made by Assignor to the order of MetLife in the principal amount of \$27,500,000.00 (“Note A-1”) and the promissory note dated as of the Execution Date made by Assignor to the order of State Street in the principal amount of \$27,500,000.00 (“Note A-2”).</p>	
<p>Mortgage: A Mortgage, Security Agreement and Fixture Filing dated as of June 28, 2018, executed by Assignor to Assignee, for the ratable benefit of the Lenders, securing repayment of the Notes. The Mortgage will be recorded in the records of the County in which the Property is located.</p>	
<p>Loan Agreement: A Loan Agreement dated as of June 28, 2018, by and among Assignor and Lenders.</p>	

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THIS ASSIGNMENT OF LEASES (this “**Agreement**”) is entered into by Assignor as of the Execution Date in favor of Assignee, as Lead Lender, for the ratable benefit of the Lenders (which for all purposes hereunder shall include MetLife, in its capacity as a Lender) and affects the Property as hereinafter described. Certain terms used in this Agreement are defined in the Defined Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Loan Agreement.

RECITALS

A. Pursuant to the Loan Agreement, Lenders have loaned or will loan to Assignor the Loan which is evidenced by the Notes and includes all extensions, renewals, modifications and amendments. The payment of the Notes is secured by the Mortgage which encumbers Assignor’s interest in the real property described in Exhibit A attached to this Agreement (the “**Land**”) and Assignor’s interest in the improvements and personal property and equipment situated on the Land (the “**Improvements**”) (collectively, the “**Property**”); and

B. Assignor desires to absolutely, presently and unconditionally assign to Assignee all of its right, title and interest in and to (i) all leases which now exist that affect the Property, (ii) all leases entered into after the date of this Agreement, (iii) all lease extensions, modifications, amendments, expansions and renewals of the leases described in (i) and (ii), and (iv) all guarantees of lessees’ obligations and extensions, modifications, amendments and renewals of any guarantees of any of the leases which now exist or are hereafter entered into (collectively, the “**Guaranties**”). The documents described in this Recital B (including, without limitation, the Guaranties) are collectively referred to as the “**Leases**” and the Leases which are in effect as of the date hereof are collectively referred to as the “**Existing Leases**”).

In consideration of the Recitals and for good and valuable consideration, Assignor agrees with Assignee and its successors and assigns as follows:

1. Payment of Note. Assignor desires to secure (a) the timely payment of the principal of and interest on the Notes and all other indebtedness secured by the Mortgage; and (b) the full compliance with the terms, conditions, covenants and agreements contained in the Loan Agreement, the Notes, the Mortgage and the other documents executed by Assignor in connection with the Loan.

2. Present and Absolute Assignment of Leases. Assignor absolutely, presently and unconditionally grants, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Leases. This grant includes without limitation: (a) all rent payable under the Leases; (b) all tenant security deposits held by Assignor pursuant to the Leases; (c) all additional rent payable under the Leases; (d) all proceeds of insurance payable to Assignor under the Leases and all awards and payments on account of any taking or condemnation; and (e) all claims, damages and other amounts payable to Assignor in the event of a default under or termination of any of the Leases, including without limitation all of Assignor’s claims to the payment of damages arising from any rejection by a tenant of any Lease under the Bankruptcy Code as amended from time to time. All of the items referred to in this Section 2 are collectively referred to in this Agreement as the “**Income**”.

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3. Specific Covenants of Assignor. Assignor covenants and agrees:

(a) To perform fully all material obligations, duties, and agreements of landlord under the Leases.

(b) At Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under the Leases or which is connected with the obligations, duties or liabilities of landlord, tenant or any guarantor and to pay all costs and expenses of Assignee, including reasonable attorneys' fees of outside counsel, in any action or proceeding in which Assignee may appear.

(c) If Assignor fails to make any payment or to do any acts required by this Agreement, then Assignee may in its sole discretion and without notice to Assignor perform Assignor's obligations under the Leases as Assignee may deem necessary, at Assignor's cost and expense. These acts may include without limitation appearing in and defending any proceeding connected with the Leases, including without limitation any proceedings of any tenants under the Bankruptcy Code. No action by Assignee shall release Assignor from its obligation under this Agreement. Assignor irrevocably appoints Assignee its true and lawful attorney to exercise its rights under this Agreement, which appointment is coupled with an interest.

(d) To pay within five (5) Business Days following written demand all sums expended by Assignee under this Agreement, together with interest at the Default Rate. These expenditures shall be secured by the Mortgage.

(e) If a petition under the Bankruptcy Code shall be filed by or against Assignor and Assignor, as landlord, shall determine to reject any Lease pursuant to Section 365(a) of the Bankruptcy Code, then Assignee shall have the right, but not the obligation, to demand that Assignor assume and assign the lease to Assignee and Assignor shall provide adequate assurance of future performance under the lease.

(f) Assignee's rights under this Agreement may be exercised either independently of or concurrently with any other right in this Agreement, the Loan Agreement, the Mortgage or in any other document securing the Note. No action taken by Assignee under this Agreement shall cure or waive any default nor affect any notice under the Loan Agreement or the Mortgage.

4. Leasing of Property. Assignor covenants and agrees to enter into Leases in accordance with Section 5.1.9 of the Loan Agreement.

5. Representations and Warranties. Assignor makes the following representations and warranties in connection with the Leases: (a) Assignor has not executed any prior assignment of its right, title and interest in the Leases, or of the Income; (b) Assignor has not done any act which might prevent Assignee from exercising its rights under this Agreement; (c) except only for rent and additional rent for the current month and except as otherwise provided on the Rent Roll, Assignor has not accepted under any of the Leases any payment of advance rent, additional rent or security deposit in an amount that is more than one month's rent and additional rent; (d) except as otherwise provided on the Rent Roll or in the estoppel certificates delivered to Assignee in connection with the closing of the Loan, there is no monetary default or, to Assignor's knowledge, any other material default now existing under any of the Existing

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Leases and to Assignor's best knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement that notice be given in accordance with the terms of the Existing Leases; (e) Assignor has delivered to Assignee true, correct and complete copies of all of the Existing Leases described on Exhibit B which is attached to this Agreement (including, without limitation, all extensions, modifications, amendments, expansions and renewals of such Existing Leases); and (f) all of the Existing Leases are in full force and effect without any oral or written modification except as set forth in writing in the copies delivered to Assignee.

6. License to Collect Monies Until Default by Assignor. So long as no Event of Default exists, Assignor shall have a license to receive and use all Income. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Secured Indebtedness or solvency of Assignor, the license herein granted shall automatically expire and terminate, without notice by Assignee (any such notice being hereby expressly waived by Assignor) (provided that in the event that Assignor tenders a cure of any such Event of Default and Assignee in its sole and absolute discretion agrees to accept such cure and provided no other Event of Default shall have occurred and be continuing, then such license granted to Assignor in the immediately prior sentence of this Section 7 shall be reinstated subject to this sentence). Assignee shall thereupon and thereafter have all right, power and authority to exercise and enforce any and all of its rights and remedies as provided herein, under any of the other Loan Documents or by law or in equity. Such rights and remedies shall expressly include the right to exercise and enjoy, in Assignee's sole and absolute discretion, all of the rights, powers and benefits under the Leases assigned to Assignee hereunder, it being understood and agreed that Assignee shall not be liable, and Assignor shall at all times remain solely liable, to the tenants to perform any and all duties or obligations owing to such tenants under the Leases, unless Assignee shall elect, in its sole and absolute discretion, to undertake such duties or obligations.

7. Entry by Assignee and Receiver. Assignee is authorized either in person or by agent, with or without bringing any action or proceeding or having a receiver appointed by a court, (a) to enter upon, take possession of, manage and operate the Property and collect the Income, and (b) to make, enforce, modify, and accept the surrender of the Leases. Assignee is authorized to take these actions either with or without taking possession of the Property. In connection with this entry, Assignor authorizes Assignee to perform all acts necessary for the operation and maintenance of the Property. Assignee may sue for or otherwise collect all Income, including those past due and unpaid, and apply the Income, less costs and expenses of operation and collection, including reasonable attorneys' fees of outside counsel, to the indebtedness secured by the Mortgage in such order as Assignee may determine. Assignee's exercise of its rights under this Section shall not be deemed to cure or waive any Event of Default.

8. Indemnification. Assignor shall indemnify Assignee and Lenders against and hold them harmless from any and all liability, claims, loss or damage which it may incur (i) under this Agreement, except for any liabilities, claims, losses or damages arising from the willful misconduct or gross negligence of Assignee or (ii) under the Leases, except for any liabilities, claims, losses or damages arising from any willful misconduct or gross negligence of Assignee

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that occurs from and after the date upon which Assignee acquires title to the Property following the exercise or enforcement of any of its rights or remedies under the Mortgage.

9. Mortgagee-in-Possession. To the fullest extent permitted by law, neither the assignment of Leases and Income to Assignee nor the exercise by Assignee of any of its rights or remedies under this Agreement, including without limitation, the entering into possession or the appointment of a receiver shall be deemed to make Assignee a "mortgagee-in-possession" or otherwise liable with respect to the Property. Although Assignee has the right to do so, it shall not be obligated to perform any obligation under the Leases by reason of this Agreement. To the fullest extent permitted by law, neither this Agreement nor any action or inaction on the part of Assignee shall constitute an assumption on the part of Assignee of any obligation or liability under any of the Leases.

10. Reconveyance and Termination. Upon the payment in full of the Loan, as evidenced by the recording of an instrument in full satisfaction or reconveyance of the Mortgage, this Agreement shall be void and of no effect.

11. Tenants Entitled to Rely on Assignee's Requests. Assignor irrevocably authorizes and directs the tenants and their successors, upon receipt of any written request of Assignee stating that an Event of Default exists, to pay to Assignee the Income due and to become due under the Leases. Assignor agrees that the tenants shall have the right to rely upon any such statement without any obligation to inquire as to whether an Event of Default actually exists and regardless of any claim of Assignor to the contrary. Assignor agrees that it shall have no claim against the tenants for any Income paid by the tenants to Assignee. Upon the curing of all Events of Default, Assignee shall give written notice to the tenants to recommence paying the rents to Assignor.

12. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of and be enforceable by Assignee, its successors and assigns. If more than one person, corporation, partnership or other entity shall execute this Agreement, then the obligations of the parties executing the Agreement shall be joint and several.

13. Notices. All notices pursuant to this Agreement shall be given in accordance with the Notice provision of the Loan Agreement, which is incorporated into this Agreement by this reference.

14. Governing Law. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State.

15. Miscellaneous. This Agreement may be modified, amended, waived, or terminated only by an instrument in writing signed by the party against which enforcement of such modification, amendment, waiver, or termination is sought. No failure or delay in exercising any of these rights shall constitute a waiver of any Event of Default. Assignor, at its expense, will execute all documents and take all action that Assignee from time to time may reasonably request to preserve and protect the rights provided under this Agreement. The

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headings in this Agreement are for convenience of reference only and shall not expand, limit or otherwise affect the meanings of the provisions. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one document.

16. Liability of Assignor. The terms and provisions of Section 12.20 of the Loan Agreement are incorporated herein by reference with the same force and effect as if the same were fully set forth herein.

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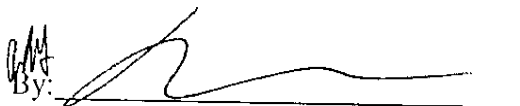
Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, this Assignment of Leases is executed as of the Execution Date.

ASSIGNOR:

T-C 919 N. MICHIGAN AVENUE RETAIL LLC,
a Delaware limited liability company


BY: _____

Name: Shanthi Pothacamury

Title: Authorized Signer

Property of Cook County Clerk's Office

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STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

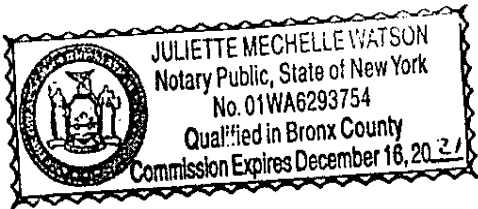
On the 22 day of June, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Sparthi Pothachary, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Juliette Mechelle Watson

My Commission Expires: December 16, 2021

Commission Number: 01WA6293754



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EXHIBIT A

DESCRIPTION OF LAND

Tract I: Retail

Parcel 1: (Fee Estate) 1st Floor Retail Interior

(Interior Space Described by Wall Centerline) (1st Floor Retail Centerline of Exterior Wall) All the Land, property and space lying below a horizontal plane having an elevation of 28.58 feet above Chicago City Datum and above a horizontal plane having an elevation of 13.35 feet above Chicago City Datum and within the vertical projection of the boundary of following described parcel of Land: all that part of the North 1/2 of Lots 23 to 31, both inclusive, taken as a tract, in Allmendinger's Lake shore drive addition to Chicago, a Subdivision of part of Block 13 in the Canal Trustees' Subdivision of the South fractional 1/4 of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook county, Illinois, described as follows: commencing at the Northwest corner of Lot 29; thence East along the North line of the North 1/2 of Lots 23 to 31, a distance of 4.03 feet; thence South along a line perpendicular to the North line of the North 1/2 of Lots 23 to 31, a distance of 4.04 feet to the point of beginning, point also being on the centerline of exterior wall of the first story Section of the building at 919 N. Michigan avenue, also known as the palmolive building; thence East, a distance of 3.60 feet along said centerline of exterior wall for the following six (6) courses and distances: thence North along said centerline, perpendicular to the last described line, a distance of 3.60 feet; thence East along said centerline, perpendicular to the last described line, a distance of 49.36 feet; thence South along said centerline, perpendicular to the last described line, a distance of 2.89 feet; thence East along said centerline, perpendicular to the last described line, a distance of 3.60 feet; thence South along said centerline, perpendicular to the last described line, 0.82 of a foot; thence East along said centerline, perpendicular to the last described line, a distance of 71.02 feet; thence South along a line on the interior surface of said building, perpendicular to said exterior surface, a distance of 52.67 feet; thence West, perpendicular to the last described line, a distance of 33.10 feet along said Interior line, for the following five (5) courses and distances: thence South along said interior line, perpendicular to the last described line, a distance of 9.00 feet; thence East along said Interior line, perpendicular to the last described line, a distance of 31.30 feet; thence South along said Interior line, perpendicular to the last described line, a distance of 11.90 feet; thence West along said Interior line, perpendicular to the last described line, a distance of 22.88 feet; thence South along said Interior line, perpendicular to the last described line, a distance of 27.12 feet to said centerline of exterior wall; thence West along said centerline, having an angle of 89 degrees 55 minutes 50 seconds to the left from the last described line, a distance of 106.87 feet; thence North along said centerline, having an angle of 89 degrees 44 minutes 45 seconds to the left from the last described line, a distance of 98.70 feet; thence East along said centerline, perpendicular to the last described line, a distance of 3.00 feet; thence North along said centerline, perpendicular to the last described line, a distance of 3.42 feet to said point of beginning.

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2nd floor Retail Interior Parcel

(Space described by centerline of exterior wall)

(Second floor retail centerline of exterior wall)

All the Land, property and space lying below a horizontal plane having an elevation of 43.34 feet above Chicago City Datum and above a horizontal plane having an elevation of 28.58 feet above Chicago City Datum and within the vertical projection of the boundary line of following described parcel of Land: all that part of the North 1/2 of Lots 23 to 31, both inclusive, taken as a tract, in Allmendinger's Lake shore drive addition to Chicago, a Subdivision of part of Block 13 in the Canal Trustees' Subdivision of the South fractional 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook county, Illinois, described as follows: commencing at the Northwest corner of Lot 29; thence East along the North line of the North 1/2 of Lots 23 to 31, a distance of 4.03 feet; thence South along a line perpendicular to the North line of the North 1/2 of Lots 23 to 31, a distance of 4.04 feet to the point of beginning, point also being on the centerline of exterior wall of the second story Section of the building at 919 N. Michigan avenue, also known as the palmolive building; thence East, a distance of 3.60 feet along said centerline of exterior wall for the following six (6) courses and distances: thence North along said centerline, perpendicular to the last described line, a distance of 3.00 feet; thence East along said centerline, perpendicular to the last described line, a distance of 49.38 feet; thence South along said centerline, perpendicular to the last described line, a distance of 2.89 feet; thence East along said centerline, perpendicular to the last described line, a distance of 3.60 feet; thence South along said centerline, perpendicular to the last described line, a distance of 0.82 of a foot; thence East along said centerline, perpendicular to the last described line, a distance of 79.32 feet; thence South along a line on the interior surface of said building, perpendicular to said exterior surface, a distance of 43.91 feet; thence West, perpendicular to the last described line, a distance of 16.32 feet, along said Interior line, for the following 31 courses and distances: thence South along said Interior line, perpendicular to the last described line, a distance of 4.62 feet; thence East along said Interior line, perpendicular to the last described line, a distance of 0.86 of a foot; thence South along said Interior line, perpendicular to the last described line, a distance of 0.50 of a foot; thence East along said Interior line, perpendicular to the last described line, a distance of 0.98 of a foot; thence South along said Interior line, perpendicular to the last described line, a distance of 0.88 of a foot; thence West along said Interior line, perpendicular to the last described line, a distance of 0.28 of a foot; thence South along said Interior line, perpendicular to the last described line, a distance of 19.50 feet; thence West along said Interior line, perpendicular to the last described line, a distance of 9.42 feet; thence North along said Interior line, perpendicular to the last described line, a distance of 1.70 feet; thence West along said Interior line, perpendicular to the last described line, a distance of 1.53 feet; thence North along said Interior line, perpendicular to the last described line, a distance of 8.70 feet; thence East along said Interior line, perpendicular to the last described line, a distance of 2.70 feet; thence North along said Interior line, perpendicular to the last described line, a distance of 4.85 feet; thence West along said Interior line, perpendicular to the last described line, a distance of 3.74 feet; thence North along said Interior line, perpendicular to the last described line, a distance of 3.56 feet; thence West along said Interior line, perpendicular to the last described line, a distance of 4.80 feet; thence South along said Interior line, perpendicular to the last described line, a distance of 3.45 feet; thence West along said Interior line, perpendicular to the last described line, a distance of 9.43 feet; thence South along said Interior line, perpendicular to the last described line, a distance of 9.51 feet; thence West along said Interior line, perpendicular to the last described line, a distance of 7.24 feet; thence West along said Interior line, perpendicular to the last described line, a distance of 5.09 feet; thence North along said Interior line, perpendicular to the last described line, a distance of 2.40 feet; thence West along said Interior line, perpendicular to the last described line, a distance of 2.09 feet; thence North along said Interior line, perpendicular to the last described line, a distance of 0.58 of a foot; thence West along said Interior line, perpendicular to the last described line, a distance of 17.60 feet; thence South along said Interior line, perpendicular to the last described line, a distance of 8.50 feet; thence East along said Interior line, perpendicular to the last described line, a distance of 13.11 feet; thence South along said Interior line, perpendicular to the last described line, 2.04 feet; thence East along said Interior line, perpendicular to the last described line, a distance of 7.05 feet; thence South along said Interior line, perpendicular to the last described line, a distance of 7.20 feet to the centerline of exterior wall of said building; thence West along said centerline, perpendicular to the last described line, a distance of 1.30 feet; thence South along said centerline, perpendicular to the last described line, a distance of 30.60 feet; thence West along said centerline, having an angle of 90 degrees, 14 minutes, 12 seconds to the left to the last described line, a distance of 59.52 feet; thence North along said centerline, having an angle of 89 degrees 44 minutes 45 seconds to the left to the last described line, a distance of 98.70 feet; thence East along said centerline, perpendicular to the last described line, a distance of 3.00 feet; thence North along said centerline, perpendicular to the last described line, a distance of 3.42 feet to said point of beginning.

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3rd Floor Retail Interior Parcel

(Space described by wall centerline)

(3rd Floor centerline of exterior wall)

All the Land, property and space lying below a horizontal plane having an elevation of 53.83 feet above Chicago City Datum and above a horizontal plane having an elevation of 43.34 feet above Chicago City Datum and within the vertical projection of the boundary line of following described parcel of Land: all that part of the North 1/2 of Lots 23 to 31, both inclusive, taken as a tract, in Allmendinger's Lake shore drive addition to Chicago, a Subdivision of part of Block 13 in the Canal Trustees Subdivision of the South fractional 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook county, Illinois, described as follows: commencing at the Northwest corner of Lot 29; thence East along the North line of the North 1/2 of Lots 23 to 31, a distance of 4.59 feet; thence South along a line perpendicular to the North line of the North 1/2 of Lots 23 to 31, a distance of 4.46 feet to the point of beginning, point also being on the centerline of exterior wall of the third story Section of the building at 919 N. Michigan avenue, also known as the palmolive building; thence East, a distance of 20.17 feet along said centerline of exterior wall for the following 65 courses and distances; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 16.16 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 20.17 feet; thence South along said centerline, perpendicular to the last described line, a distance of 17.19 feet; thence East along said centerline, perpendicular to the last described line, a distance of 1.27 feet; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 16.80 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 18.50 feet; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 16.82 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 18.50 feet; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 16.80 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 1.27 feet; thence North along said centerline, perpendicular to the last described line, a distance of 17.20 feet; thence East along said centerline, perpendicular to the last described line, a distance of 20.18 feet; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 16.16 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 20.18 feet; thence South along said centerline, perpendicular to the last described line, a distance of 17.11 feet; thence East along said centerline, perpendicular to the last described line, a distance of 22.39 feet; thence South along said centerline, perpendicular to the last described line, a distance of 14.00 feet; thence West along said centerline, perpendicular to the last described line, a distance of 22.43 feet; thence South along said centerline, perpendicular to the last described line, a distance of 17.28 feet; thence West along said centerline, perpendicular to the last described line, a distance of 20.15 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 16.16 feet; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 20.15 feet; thence North along said centerline, perpendicular to the last described line, a distance of 17.22 feet; thence West along said centerline, perpendicular to the last described line, a distance of 1.30 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 16.80 feet; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 18.50 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 16.82 feet; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 18.50 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 16.80 feet; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 1.30 feet; thence South along said centerline, perpendicular to the last described line, a distance of 17.22

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feet; thence West along said centerline, perpendicular to the last described line, a distance of 20.17 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 16.16 feet; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 1.10 feet; thence South along said centerline, perpendicular to the last described line, a distance of 13.54 feet; thence West along said centerline, perpendicular to the last described line, a distance of 19.07 feet; thence North along said centerline, perpendicular to the last described line, a distance of 31.92 feet; thence East along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence North along said centerline, perpendicular to the last described line, a distance of 16.80 feet; thence West along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence North along said centerline, perpendicular to the last described line, a distance of 18.30 feet; thence East along said centerline, perpendicular to the last described line, a distance of 16.80 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence North along said centerline, perpendicular to the last described line, a distance of 18.30 feet to said point of beginning (excepting therefrom that part thereof falling within retail access parcel "B" described as follows: all the Land property and space lying below a horizontal plane having an elevation of +53.83 feet above Chicago City Datum and above a horizontal plane having an elevation of +43.34 feet above Chicago City Datum and within the vertical projection of the boundary line of following described parcel of Land: all that part of the North half of Lots 23 to 31, both inclusive, taken as a tract, in Allmendinger's Lake shore drive addition to Chicago, a Subdivision of part of Block 13 in the Canal Trustee's Subdivision of the South fractional quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook county, Illinois, described as follows: commencing at the Northeast Corner of Lot 31; thence West along the North line of the North half of Lots 23 to 31, a distance of 29.73 feet; thence South along a line perpendicular to the North line of the North half of Lots 23 to 31, a distance of 37.89 feet; thence East along a line, perpendicular to the last described line, 3.50 feet to the point of beginning; thence South along a line, perpendicular to the last described line, 7.23 feet; thence West along a line, perpendicular to the last described line, 14.45 feet; thence North along a line, perpendicular to the last described line, 7.23 feet; thence East along a line, perpendicular to the last described line,

14.45 feet to said point of beginning).

4th Floor Retail Interior Parcel (space described by wall centerline)

(4th floor centerline of exterior wall)

All the Land, property and space lying below a horizontal plane having an elevation of 65.63 feet above Chicago City Datum and above a horizontal plane having an elevation of 53.83 feet above Chicago City Datum and within the vertical projection of the boundary line of following described parcel of Land: all that part of the North 1/2 of Lots 23 to 31, both inclusive, taken as a tract, in Allmendinger's Lake shore drive addition to Chicago, a Subdivision of part of Block 13 in the Canal Trustees' Subdivision of the South fractional 1/4 of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook county, Illinois, described as follows: commencing at the Northwest corner of Lot 29; thence East along the North line of the North 1/2 of Lots 23 to 31, a distance of 4.59 feet; thence South along a line perpendicular to the North line of the North 1/2 of Lots 23 to 31, a distance of 4.46 feet to the point of beginning, point also being on the centerline of exterior wall of the fourth story Section of the building at 919 N. Michigan avenue, also known as the palmolive building; thence East, a distance of 20.17 feet along said centerline of exterior wall for the following 64 courses and distances; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 16.16 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 20.17 feet; thence South along said centerline, perpendicular to the last described line, a distance of 17.19 feet; thence East along said centerline, perpendicular to the last described line, a distance of 1.27 feet; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 16.80 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 18.50 feet; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 16.82 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 18.50 feet; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the

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last described line, a distance of 16.80 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 1.27 feet; thence North along said centerline, perpendicular to the last described line, a distance of 17.20 feet; thence East along said centerline, perpendicular to the last described line, a distance of 20.18 feet; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 16.16 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence East along said centerline, perpendicular to the last described line, a distance of 20.18 feet; thence South along said centerline, perpendicular to the last described line, a distance of 17.11 feet; thence East along said centerline, perpendicular to the last described line, a distance of 22.39 feet; thence South along said centerline, perpendicular to the last described line, a distance of 54.00 feet; thence West along said centerline, perpendicular to the last described line, a distance of 22.43 feet; thence South along said centerline, perpendicular to the last described line, a distance of 17.28 feet; thence West along said centerline, perpendicular to the last described line, a distance of 20.15 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 16.16 feet; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 20.15 feet; thence North along said centerline, perpendicular to the last described line, a distance of 17.22 feet; thence West along said centerline, perpendicular to the last described line, a distance of 1.30 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 16.80 feet; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 18.50 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 16.82 feet; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 18.50 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 16.80 feet; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 1.30 feet; thence South along said centerline, perpendicular to the last described line, a distance of 17.22 feet; thence West along said centerline, perpendicular to the last described line, a distance of 20.17 feet; thence North along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 16.16 feet; thence South along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence West along said centerline, perpendicular to the last described line, a distance of 20.17 feet; thence North along said centerline, perpendicular to the last described line, a distance of 19.30 feet; thence East along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence North along said centerline, perpendicular to the last described line, a distance of 16.80 feet; thence West along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence North along said centerline, perpendicular to the last described line, a distance of 18.21 feet; thence East along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence North along said centerline, perpendicular to the last described line, a distance of 16.80 feet; thence West along said centerline, perpendicular to the last described line, a distance of 1.40 feet; thence North along said centerline, perpendicular to the last described line, a distance of 18.30 feet to said point of beginning (excepting therefrom that part thereof falling within retail access Parcel "B" described as follows: all the Land property and space lying below a horizontal plane having an elevation of +65.63 feet above Chicago City Datum and above a horizontal plane having an elevation of +53.83 feet above Chicago City Datum and within the vertical projection of the boundary line of following described parcel of Land: all that part of the North half of Lots 23 to 31, both inclusive, taken as a tract, in Allmendinger's Lake shore drive addition to Chicago, a Subdivision of part of Block 13 in the Canal Trustee's Subdivision of the South fractional quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook county, Illinois, described as follows: commencing at the Northeast Corner of Lot 31; thence West along the North line of the North half of Lots 23 to 31, a distance of 29.73 feet; thence South along a line perpendicular to the North line of the North half of Lots 23 to 31, a distance of 37.89 feet; thence East along a line, perpendicular to the last described line, 3.50 feet to the point of beginning; thence South along a line, perpendicular to the last described line, 7.23 feet; thence West along a line, perpendicular to the last described line, 14.45 feet; thence North along a line, perpendicular to the last described line, 7.23 feet; thence East along a line, perpendicular to the last described line, 14.45 feet to said point of beginning).

Parcel 2: (Easement Estate)

Easement for light, air and view for the benefit of parcel 1 in, over, above and across the following described area:

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commencing at a horizontal plane parallel to and 63 feet above Chicago City Datum and extending vertically upwards to the Zenith beginning at a point on the South line of parcel 1, 62 feet East of the Westerly line of said parcel 1; thence South along a line parallel to and 62 feet East of the Westerly line of Lots 26 and 27 in Allmendinger's Lake Shore Drive Addition to Chicago aforesaid (said Westerly line of Lots 26 and 27 aforesaid being a continuation of the Westerly line of parcel 1 extended South), a distance of 25 feet to a point in said Lot 26; thence East along a line parallel to the South line of parcel 1, a distance of 88 feet East to a point in Lot 24, in said Allmendinger's Lake shore drive addition to Chicago Aforesaid; thence North along a line parallel to the Westerly line of Lots 26 and 27 aforesaid, a distance of 25 feet to the South line of parcel 1; thence West along the South Line of Parcel 1, a distance of 88 feet to the place of beginning, as created by agreement between the Palmolive Peet Company, a corporation of Delaware, and Chicago Title and Trust Company, a corporation of Illinois, as Trustee under Trust Agreement dated July 25, 1927 and known as Trust Number 19104, dated March 31, 1928 and recorded April 30, 1928 as document 10005790, and also recorded June 21, 1932 as document 11106014, and continued and preserved by instrument dated December 26, 1958 and recorded December 26, 1958 as document 17413316, in Cook county Illinois.

Parcel 3: (Easement Estate)

Perpetual easement in favor of Parcel 1 as created by the Amended and Restated Declaration of Covenants, conditions, restrictions and easements made by and between Palmolive Tower Condominiums, LLC, a Delaware Limited Liability Company, Palmolive Building Facade, LLC, a Delaware Limited Liability Company and Palmolive Building Retail, LLC, a Delaware Limited Liability Company Dated June 11, 2003 and recorded June 16, 2003 as document 0316732050, for the following purposes:

Ingress and egress in, over, on, across and through portions of the "Tower Property"; structural support located in or constituting a part of the "Tower Property"; Use of Facilities Located in the "Tower Property"; use and maintenance of the retail easement facilities, as defined therein; utility purposes in certain areas of the "Tower Property"; use and maintenance of any of the following rooms:

System, generator, valve, mechanical, machine, electrical, stair, switchgear, panel meter, transfer area, equipment or pump rooms located in the "Tower Property"; permitting the existence of encroachments located within the "Tower Property"; use and access to the roof for exterior maintenance, window washing, and future facilities as located in the "Tower Property"; permitting the existence, attachment, use and maintenance of retail owned facilities or future facilities, as defined therein; and installation, use and maintenance of communication facilities located on the roof of the "Tower Property" as defined therein.

First amendment to the amended and restated declaration of covenants, conditions, restrictions and easements dated July 7, 2005 by and among palmolive tower condominiums, LLC (the tower owner) and palmolive retail, LLC (the retail owner) and palmolive facade, LLC (the facade owner), recorded August 2, 2005, as document 0521432093 and re-recorded November 29, 2005 as document 0533310137.

Parcel 4:

The right to the use of five (5) valet parking right(s) known as V-59, V-60, V-61, V-62 and V-63, to have a passenger vehicle per parking right valet parked in the parking area (as defined in that certain declaration of condominium ownership and of easements, restrictions, covenant and by-laws for the palmolive Landmark residences, a condominium dated November 28, 2005 and recorded December 1, 2005 as document 0533510002.)

Tract 11: Lobby

Parcel 1: (Fee Estate)

Retail Building Lobby (Parcel "A")

All the Land property and space lying below a horizontal plane having an elevation of +28.58 feet above Chicago City Datum and above a horizontal plane having an elevation of +13.35 feet above Chicago City Datum and within the vertical projection of the boundary line of following described parcel of Land: all that part of the North half of Lots 23 to 31, both inclusive, taken as a tract, in Allmendinger's Lake shore drive addition to Chicago, a Subdivision of part of Block 13 in the Canal Trustee's Subdivision of the South fractional quarter of Section 3, Township 39

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North, Range 14 East of the Third Principal Meridian, in Cook county, Illinois, described as follows: commencing at the North East corner of Lot 31; thence West along the North line of the North half of Lots 23 to 31, a distance of 29.73 feet; thence South along a line perpendicular to the North line of the North half of Lots 23 to 31, a distance of 2.67 feet to the point of beginning; thence continuing South along said line perpendicular to the North line of the North half of Lots 23 to 31, a distance of 2.87 feet; thence East along a line, perpendicular to the last described line, 2.30 feet; thence South along a line, perpendicular to the last described line, 17.60 feet; thence East along a line, perpendicular to the last described line, 1.15 feet; thence South along a line, perpendicular to the last described line, 7.35 feet; thence East along a line, perpendicular to the last described line 2.15 feet; thence South along a line, perpendicular to the last described line 6.65 feet; thence West along a line, perpendicular to the last described line 2.10 feet; thence South along a line, perpendicular to the last described line 0.75 feet; thence West along a line, perpendicular to the last described line, 14.45 feet; thence North along a line, perpendicular to the last described line, 0.75 feet; thence West along a line, perpendicular to the last described line, 2.10 feet; thence North along a line, perpendicular to the last described line, 6.65 feet; thence East along a line, perpendicular to the last described line 2.10 feet; thence North along a line, perpendicular to the last described line 7.35 feet; thence East along a line, perpendicular to the last described line 1.85 feet; thence North along a line, perpendicular to the last described line 17.60 feet; thence East along a line, perpendicular to the last described line 2.30 feet; thence North along a line, perpendicular to the last described line 2.91 feet; thence East along a line, perpendicular to the last described line 6.80 feet to said point of beginning.

Retail Building Lobby (Parcel "C")

All the Land property and space lying below a horizontal plane having an elevation of +28.58 feet above Chicago City Datum and above a horizontal plane having an elevation of +13.35 feet above Chicago City Datum and within the vertical projection of the boundary line of following described parcel of Land: all that part of the North half of Lots 23 to 31, both inclusive, taken as a tract, in Allmendinger's Lake shore drive addition to Chicago, a Subdivision of part of Block 13 in the Canal Trustee's Subdivision of the South fractional quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook county, Illinois, described as follows: commencing at the Northeast Corner of Lot 31; thence West along the North line of the North half of Lots 23 to 31, a distance of 98.45 feet; thence South along a line perpendicular to the Northline of the North half of Lots 23 to 31, a distance of 6.01 feet to the point of beginning; thence continuing South along said line perpendicular to the North line of the North half of Lots 23 to 31, a distance of 52.67 feet; thence West along a line, perpendicular to the last described line, 10.58 feet; thence South along a line, perpendicular to the last described line, 9.00 feet; thence East along a line, perpendicular to the last described line, 10.15 feet; thence North along a line, perpendicular to the last described line, 2.08 feet; thence East along a line, perpendicular to the last described line, 4.95 feet; thence North along a line, perpendicular to the last described line, 6.65 feet; thence East along a line, perpendicular to the last described line, 4.50 feet; thence North along a line, perpendicular to the last described line, 22.43 feet; thence East along a line, perpendicular to the last described line, 7.76 feet; thence North along a line, perpendicular to the last described line, 30.41 feet; thence West along a line, perpendicular to the last described line, 16.77 feet to said point of beginning.

Retail Access Parcel "B" (Retail Elevator 1)

All the Land property and space lying below a horizontal plane having an elevation of +65.63 feet above Chicago City Datum and above a horizontal plane having an elevation of +13.35 feet above Chicago City Datum and within the vertical projection of the boundary line of following described parcel of Land: all that part of the North half of Lots 23 to 31, both inclusive, taken as a tract, in Allmendinger's Lake shore drive addition to Chicago, a Subdivision of part of Block 13 in the Canal Trustee's Subdivision of the South fractional quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook county, Illinois, described as follows: commencing at the Northeast Corner of Lot 31; thence West along the North line of the North half of Lots 23 to 31, a distance of 29.73 feet; thence South along a line perpendicular to the North line of the North half of Lots 23 to 31, a distance of 37.89 feet; thence East along a line, perpendicular to the last described line, 3.50 feet to the point of beginning; thence

South along a line, perpendicular to the last described line, 7.23 feet; thence West along a line, perpendicular to the last described line, 14.45 feet; thence North along a line, perpendicular to the last described line, 7.23 feet; thence East along a line, perpendicular to the last described line, 14.45 feet to said point of beginning.

Parcel 2: (Easement Estate)

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Easement for light, air and view for the benefit of parcel 1 in, over, above and across the following described area:

Commencing at a horizontal plane parallel to and 63 feet above Chicago City Datum and extending vertically upwards to the Zenith beginning at a point on the South line of parcel 1, 62 feet East of the Westerly line of said parcel 1; thence South along a line parallel to and 62 feet East of the Westerly line of Lots 26 and 27 in Allmendinger's Lake Shore Drive Addition to Chicago aforesaid (said Westerly line of Lots 26 and 27 aforesaid being a continuation of the Westerly line of parcel 1 extended South), a distance of 25 feet to a point in said Lot 26; thence East along a line parallel to the South line of parcel 1, a distance of 88 feet East to a point in Lot 24, in said Allmendinger's Lake shore drive addition to Chicago Aforesaid; thence North along a line parallel to the Westerly line of Lots 26 and 27 aforesaid, a distance of 25 feet to the South line of parcel 1; thence West along the South Line of Parcel 1, a distance of 88 feet to the place of beginning, as created by agreement between the Palmolive Peet Company, a corporation of Delaware, and Chicago Title and Trust Company, a corporation of Illinois, as trustee under trust agreement dated July 25, 1927 and known as trust number 19104, dated March 31, 1928 and recorded April 30, 1928 as document 10005790, and also recorded June 21, 1932 as document 11106014, and as continued and preserved by instrument dated December 26, 1958 and recorded December 26, 1958 as document 17413316, in Cook county, Illinois.

Parcel 3: (Easement Estate) Perpetual easement in favor of Parcel 1 as created by the Amended and restated declaration of covenants, conditions, restrictions and easements made by and between Palmolive Tower Condominiums, LLC, a Delaware Limited Liability Company, Palmolive Building Facade, LLC, a Delaware Limited Liability Company and Palmolive Building Retail, LLC, a Delaware Limited Liability Company dated June 11, 2003 and recorded June 16, 2003 as document 0316732050, for the following purposes:

Ingress and egress in, over, on, across and through portions of the "Tower Property"; structural support located in or constituting a part of the "Tower Property"; use of facilities located in the "Tower Property"; use and maintenance of the retail easement facilities, as defined therein; utility purposes in certain areas of the "Tower Property"; use and maintenance of any of the following rooms:

System, generator, valve, mechanical, machine, electrical, stair, switchgear, panel meter, transfer area, equipment or pump rooms located in the "Tower Property"; permitting the existence of encroachments located within the "Tower Property"; use and access to the roof for exterior maintenance, window washing, and future facilities as located in the "Tower Property"; permitting the existence, attachment, use and maintenance of retail owned facilities or future facilities, as defined therein; and installation, use and maintenance of communication facilities located on the roof of the "Tower Property" as defined therein.

First amendment to the amended and restated declaration of covenants, conditions, restrictions and easements dated July 7, 2005 by and among palmolive tower condominiums, LLC (the tower owner) and palmolive retail, LLC (the retail owner) and palmolive facade, LLC (the facade owner), recorded August 2, 2005, as document 0521432093 and re-recorded November 29, 2005 as document 0533310137.

PINS: 17-03-213-018-0000; 17-03-213-019-0000; 17-03-213-021-0000; 17-03-213-022-0000;
17-03-213-023-0000