

Doc# 1830613031 Fee \$116.00

ASSIGNMENT OF LEASES AND RENTS

RHSP FEE:\$9.00 RPRF FEE: \$1.00 KAREN A.YARBROUGH COOK COUNTY RECORDER OF DEEDS

DATE: 11/02/2018 03:00 PM PG: 1 OF 16

Dated and effective as of November 1, 2018

between

ERIE REALTY HOLDING COMPANY LLC

(as Borrower)

and

MORGAN HILLS GROUP, LLC

(as Lender)

Property Location:

637 North Wells Street

Chicago, Illinois 60654

Tax PIN:

17-09-224-015-0000

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

Arnold & Porter Kaye Scholer LLP 250 W. 55th Street New York, New York 10019-9710 Attention: Stephen Gliatta, Esq.

ASSIGNMENT OF LEASES AND RENTS

This ASSIGNMENT OF LEASES AND RENTS (this "Assignment") dated and effective as of November 1, 2018, made by ERIE REALTY HOLDING COMPANY LLC, a Delaware limited liability company, having an office at 225 North Columbus Drive, Suite 100, Chicago, Illinois 60601 ("Borrower"), to MORGAN HILLS GROUP, LLC, a Delaware limited liability company, having an address at c/o Square Mile Capital Management LLC, 350 Park Avenue, 15th Floor, New York, New York 10022 (together with its successors and assigns, hereinafter referred to as "Lender").

WITNESSETH:

VHEREAS, Borrower is the owner of a fee simple title to that certain parcel of real property (the "Premises") described in Exhibit A attached hereto, together with the buildings, structures fixtures, additions, enlargements, extensions, modifications, repairs, replacements and other improvements now or hereafter located thereon (collectively, the "Property");

WHEREAS, Borrowe: and Lender have entered into a certain Loan Agreement dated as of the date hereof (as anicoded, modified, restated, consolidated or supplemented from time to time, the "Loan Agreement") pursuant to which Lender has agreed to make a secured loan to Borrower in the principal amount of \$149,000,000.00 (the "Loan");

WHEREAS, Borrower has executed a note in such principal amount (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, or supplemented from time to time, the "Note"), which is secured by, <u>inter alia</u>, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may be amended, modified, consolidated, split, supplemented, replaced or otherwise modified from time to time, the "Security Instrument") on the Property;

WHEREAS, it is a condition to the obligation of Londer to make the Loan to Borrower pursuant to the Loan Agreement that Borrower execute and deliver this Assignment;

WHEREAS, this Assignment is being given as additional security for the Loan; and

WHEREAS, capitalized terms used in this Assignment without definition have the respective meanings assigned to such terms in the Loan Agreement or the Security Instrument, as the case may be, the terms of each of which are specifically incorporated by reference herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which by the parties hereto is hereby acknowledged, and for the purpose of additionally securing the Debt, Borrower hereby assigns, transfers, conveys and sets over unto Lender, all right, title and interest of Borrower in and to all Leases and all Rents;

TO HAVE AND TO HOLD the same unto Lender, and its successors and assigns forever, upon the terms and conditions and for the uses hereinafter set forth.

And Borrower hereby further agrees as follows:

- 1. <u>Certain Representations, Warranties and Covenants</u>. Borrower represents, warrants and covenants to Lender that:
- (a) The payment of the Rents to accrue under any Lease will not be waived, released, reduced, discounted or otherwise discharged or compromised by Borrower, other than as expressly permitted in the Loan Agreement;
- (b) Borrower has not performed, and will not perform, any acts, and has not executed, and will not execute, any instrument that would prevent Lender from exercising its rights under this Assignment; and
- the commercial Leases and any successor to all or any part of the interests of any such tenant to pay directly to the Clearing Account, in accordance with the terms of the Loan Agreement, the Rents due and to become due under such tenant's Lease, and (ii) Manager to pay directly to the Clearing Account, in accordance with the terms of the Loan Agreement, any Rents received under any Lease, and such authorizations and directions shall be sufficient warrant to the tenant and Manager to make future payments of Rents directly to the Clearing Account in accordance with the terms of the Loan Agreement viriout the necessity for further consent by Borrower.

2. Assignment; Deferred Fxercise of Rights.

- absolutely and unconditionally assign to Lender all right title and interest of Borrower in and to all present and future Leases and Rents, and this Assignment constitutes a present and absolute assignment and is intended to be unconditional and not as an assignment for additional security only. It is further intended that it not be necessary for Lei der to institute legal proceedings, absent any requirements of law or regulation to the contrary, to enforce the provisions hereof. Borrower hereby authorizes Lender or its agents to collect the Rents' provided, however, that prior to an Event of Default, and subject at all times to the requirement that payments and deposits of Rents be made directly to the Clearing Account (i) by commercial tenants and (ii) by Manager after receipt of such Rents from residential tenants, Borrower shall have a revocable license, but limited as provided in this Assignment and in any of the other Loan Documents, to otherwise deal with, and enjoy the rights of the lessor under, the Leases.
- (b) Upon the occurrence and during the continuance of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by court-appointed receiver, the license referred to in clause (a) above shall immediately be revoked and Lender shall have the right at its option, to exercise all rights and remedies contained in the Loan Documents, or otherwise available at law or in equity.
- 3. <u>Rents Held in Trust by Borrower</u>. Rents held or received by Borrower shall be held or received by Borrower as trustee for the benefit of Lender only and shall promptly be deposited directly to the Clearing Account in accordance with the terms of the Loan Agreement.

- 4. <u>Effect on Rights Under Other Documents</u>. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Lender of its rights and remedies under any of the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms of the other Loan Documents. The rights of Lender under the other Loan Documents may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents or grant of a security interest contained in any of the other Loan Documents.
- 5. Event of Default. Upon or at any time after the occurrence and during the continuance of an Event of Default, then in addition to and without limiting any of Lender's rights and remedies hereunder and under the other Loan Documents and as otherwise available at law or in equity:
- Lender may, at its option, without waiving such Event of Default and without regard to the racquacy of the security for the Debt, either in person or by agent, without bringing any action or proceeding, or by a receiver appointed by a court, without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents, including those past-due and unpaid, for application to the payment of the Debt in accordance with the terms of the Loan Documents, and Lender may enter into, and to the extent that Borrower would have the right to do so, cancel, enforce or modify any Lease. The exercise by Lender of the option granted it in this Section and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default.
- (b) Borrower hereby acknowledges and agrees that payment of any item of Rent by a Person to Lender as hereinabove provided shall constitute payment in full of such item of Rent by such Person, as fully and with the same effect as if it had been paid to Borrower.
- (c) Lender in respect of the Leases and Roots shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State in which such rights and remedies are asserted as described in Section 12(b) hereof to the extent of such rights thereunder and additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted.
- 6. <u>Application of Rents and Proceeds</u>. After the occurrence and during the continuance of an Event of Default, Rents received or held by Borrower or Lender shall be applied in accordance with the terms of the Loan Documents.
- 7. Attorney-in-Fact. Borrower hereby appoints Lender the attorney-in-fact of Borrower to, upon the occurrence and during the continuance of an Event of Default, take any action and execute any instruments that Borrower is obligated, or has covenanted and agreed under the Loan Agreement or the other Loan Documents to take or execute, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing provisions of this Section 7, Borrower does hereby irrevocably appoint Lender as

its attorney-in-fact, with full power in the name and stead of Borrower to, upon the occurrence and during the continuance of an Event of Default, demand, collect, receive and give complete acquittance for any and all of the Rents now due or that may hereafter become due, and at Lender's discretion, to file any claim, to take any other action, to institute any proceeding or to make any settlement of any claim, either in its own name or in the name of Borrower or otherwise, which Lender may deem necessary or desirable in order to collect and enforce the payment of Rents.

- 8. <u>Termination</u>. Lender, by the acceptance of this Assignment, agrees that when all of the Debt shall have been paid in full, this Assignment shall terminate, and Lender shall execute and deliver to Borrower, upon such termination such instruments of termination or re-assignment and Uniform Commercial Code termination statements, all without recourse and without any representation or warranty whatsoever, as shall be reasonably requested by Borrower.
- 9. Expenses. Borrower agrees to pay to Lender all out-of-pocket expenses (including expenses for reasonable attorneys' fees and costs of every kind) of, or incident to, the enforcement of any of the provisions of this Assignment or performance by Lender of any obligation of Borrower hereunder which Borrower has failed or refused to perform actually incurred by Lender.
- 10. <u>Further Assurances</u>. Borrower agrees that, from time to time upon the written request of Lender, it will give, execute, deliver, file and/or record any financing statements, notice, instrument, document, agreement or other papers and do such other acts and things that may be necessary and desirable to create, preserve, perfect or validate this Assignment, to enable Lender to exercise and enforce its rights hereunder with respect to this Assignment or to otherwise carry out the purposes and intent of this Assignment.
- 11. No Obligation by Lender. By virtue of this Assignment, Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases. This Assignment shall not operate to constitute Lender as a lender in possession of the Property or to place responsibility for the control, care, management or repair of the Property upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by any tenant or other party in possession or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control thereof.

12. Miscellaneous.

(a) No failure on the part of Lender or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lender or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Subject to Section 16 hereof, the remedies herein are cumulative and are not exclusive of any remedies provided by law.

- WITH RESPECT TO MATTERS RELATING TO THE (b) CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS SECTION AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES SHALL GOVERN ALL MATTERS RELATING TO THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS AND ALL OBLIGATIONS ARISING HEREUNDER THE INDEBTEDNESS OR THEREUNDER. ALL PROVISIONS OF THE LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE LOAN AGREEMENT.
- (c) Subject to Section 16 hereof, all rights and remedies set forth in this Assignment are cumulative, and Lender may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby; and no such right or remedy set forth in this Assignment shall be deemed exclusive of any of the remedies or rights granted to Lender in any of the Loan Documents. Nothing contained in this Assignment shall be deemed to limit or restrict the rights and remedies of Lender under the Loan Agreement or any of the other Loan Documents.
- Loan Documents is paid in full, Borrower will, upon request, deliver from time to time to Lender executed originals to the extent available, otherwise photocopies certified by Borrower as true, correct and complete, of executed originals, of any and all existing Leases to which Borrower is a party, and executed originals, or photocopies of executed originals, so certified by Borrower, if an executed original is not available, of all other and future Leases to which Borrower is a party, and upon request of Lender, will specifically transfer and assign to Lender such other and future Leases upon the same terms and conditions as herein contained.
- (e) Borrower represents that it: (i) has been advised that Lender engages in the business of real estate financings and other real estate transactions and investments which may be viewed as adverse to or competitive with the business of Borrower or its affiliates; (ii) is represented by competent counsel and has consulted counsel before executing this Assignment; and (iii) has relied solely on its own judgment and on its counsel and advisors in entering into the transaction(s) contemplated hereby without relying in any manner on any statements, representations or recommendations of Lender or any parent, subsidiary or affiliate of Lender.
- 13. <u>No Oral Change</u>. This Assignment may not be amended except by an instrument in writing signed by Borrower and Lender.

- 14. <u>Successors and Assigns</u>. Borrower may not assign its rights under this Assignment except as permitted under the Loan Agreement. Subject to the foregoing, this Assignment shall be binding upon, and shall inure to the benefit of, Borrower and Lender and their respective successors and assigns.
- 15. <u>Notices</u>. All notices, requests and other communications provided for herein shall be given or made in writing in the manner specified in the Loan Agreement.
- 16. <u>Exculpation</u>. It is expressly agreed that recourse against Borrower for failure to perform and observe its obligations contained in this Assignment shall be limited as and to the extent provided in Section 10.1 of the Loan Agreement.
- Maiver of Jury Trial. BORROWER AND LENDER, BY ITS ACCEPTANE OF THIS ASSIGNMENT, EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, this Assignment has been duly executed by Borrower as of the day and year first above written.

BORROWER:

ERIE REALTY HOLDING COMPANY LLC,

a Delaware limited liability company

By: 167 Erie Holdings LLC, a Delaware limited liability company, its Managing Member

Title: Authorized Signators

A	y company, no managing memori
By:	Magellan Erie LLC, an Illinois limited liability company, its Managing Member
4	By:
O.×	Name: David Cartins
	Title: Authorized Signati
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<u>ACKNOWLEDGM</u>	<u>ENT</u>
%	
STATE OF IL COUNTY OF COUNTY OF	
I, Valerie J Baldassin, a Notary Public in and a CERTIFY, that Dound Cours, the AN Holding Company LLC, a Delaware limited liability conforegoing instrument, appeared before me this day in persuch Authorized Signatory he/she signed and Authorized Signatory of Erie Realty Holding Company, as his/her free and voluntary act and as the limited liability company, for the uses and purposes there	mpany, whose name is subscribed to the rson and swerally acknowledged that as delivered the said instruments as mpany LLC, a Delaware limited liability free and voluntary act and deed of said
GIVEN under my hand and Notarial Seal, thisOFFICIAL VALERIE J BA Notary Public ST.	SEAL STANDARD
MY COMMISSION E)	ATE OF ILLINOIS \$ (PIRES:05/22/22 \$
[NOTARIAL SEAL]	

163742443

My Commission expires: 5-22-32

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EXHIBIT A

Legal Description

PARCEL 1A:

THAT PART OF LOTS 1 TO 8, BOTH INCLUSIVE, IN BLOCK 4 IN NEWBERRY'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 4 AFORESAID, THENCE NORTH 82 DEGREES 55 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT, BEING ALSO THE NORTH LINE OF W. ONTARIO STREET, 80.49 FEET TO A POINT ON A LINE DRAWN 80.49 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 TO 8 AFORESAID; THENCE NORTH 0 DEGREES 09 MINUTES 11 SECONDS WEST, ALONG SAID PARALLEL LINE, 164.19 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 49 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.67 FEET; THENCE NORTH 0 DEGREES 09 MINUTES 11 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE 53.78 FEET TO THE NORTH LINE OF LOT 8 AFORESAID; THENCE SOUTH 89 DEGREES 52 MINUTES 06 SECONDS WEST, ALONG SAID NORTH LINE, BEING ALSO THE SOUTH LINE OF W. ERIE STREET, 78.82 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 0 DEGREES 09 MINUTES 11 SECONDS EAST, ALONG THE WEST LINE OF LOTS 1 TO 8 AFORESAID), BEING ALSO THE EAST LINE OF N. WELLS STREET, 217.89 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 1B:

THAT PART OF LOTS 1 TO 8, BOTH INCLUSIVE, IN: BLOCK 4 IN NEWBERRY'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE /4 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT . IN BLOCK 4 AFORESAID, THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT, BEING ALSO THE NORTH LINE OF W. ONTARIO STREET, 9, 66 FEET TO A POINT ON A LINE DRAWN 97.66 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 TO 8 AFORESAID; THENCE NORTH 0 DEGREE 09 MINUTES 11 SECONDS WEST, ALONG SAID PARALLEL LINE, 164.21 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTH 80 PEGREES 50 MINUTES 49 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 18.84 FEET, THENCE NORTH 0 DEGREE 09 MINUTES 11 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 53.78 FEET TO THE NORTH LINE OF LOT 8 AFORESAID; THENCE NORTH 89 DEGREES 52 MINUTES 06 SECONDS EAST, ALONG SAID NORTH LINE, BEING ALSO THE SOUTH LINE OF W. ERIE STREET, 18.84 FEET TO A POINT ON A LINE DRAWN 97.66 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 TO 8 AFORESAID; THENCE SOUTH 0 DEGREE 09 MINUTES 11 SECONDS EAST, ALONG SAID PARALLEL LINE, 53.78 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +53.62 FEET, CHICAGO CITY DATUM, AND HAVING NO UPPER LIMIT, IN COOK COUNTY, ILLINOIS.

PARCEL 1C:

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THAT PART OF LOTS 1 TO 8, BOTH INCLUSIVE, IN BLOCK 4 IN NEWBERRY'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 4 AFORESAID, THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT, BEING ALSO THE NORTH LINE OF W. ONTARIO STREET, 80.49 FEET TO A POINT ON A LINE DRAWN 80.49 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 TO 8 AFORESAID; THENCE NORTH 0 DEGREE 09 MINUTES 11 SECONDS WEST, ALONG SAID PARALLEL LINE, 143.37 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "D"), SAID POINT BEING ALSO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIPED PARCEL; THENCE CONTINUING NORTH 0 DEGREE 09 MINUTES 11 SECONDS WEST, ALONG SAID PARALLEL LINE, 20.82 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "A"); THENCE NORTH 89 DEGREES 50 MINUTES 49 SECONDS EAST, PERPENDICULAR TO THE LAST DESC(IPFO LINE, 17.17 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "B") BEING ON A LINE DRAWN 97.66 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 TO 8 AFORESAID; THENCE SOUTH 0 DEGREE 09 MINUTES 11 SECOND SEAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.82 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "C"); THENCE SOUTH 89 DEGREES 50 MINUTES 49 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.17 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING (POINT "D");

SAID PARCEL HAVING AS A LOVER LIMIT AN INCLINED PLANE WHOSE ELEVATIONS ARE SHOWN ON THE FOLLOWING TALLE. AND HAVING NO UPPER LIMIT, IN COOK COUNTY, ILLINOIS.

ELEVATION TABLE A

THE AFORESAID INCLINED PLANE SHALL BE THAT WHICH CONTAINS THE POINTS AT THE ELEVATIONS SHOWN BELOW:

ELEVATION

POINT CHICAGO CITY DATUM "A" +9 15
"B" +9.15 "C" +10.00 "D" +10.00

PARCEL 1D:

THAT PART OF LOTS 1 TO 8, BOTH INCLUSIVE, IN BLOCK 4 IN NEWBERRY'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 4 AFGRESAID, THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT, BEING ALSO THE NORTH LINE OF W. ONTARIO STREET, 80.49 FEET TO A POINT ON A LINE DRAWN 80.49 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 TO 8 AFORESAID; THENCE NORTH 0 DEGREE 09 MINUTES 11 SECONDS WEST, ALONG SAD) PARALLEL LINE, 109.97 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "E"), SAID POINT BEING ALSO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING NORTH 0 DEGREE 09 MINUTES 11 SECONDS WEST, ALONG SAID PARALLEL LINE, 33.40 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "D"); THENCE NORTH 89 DEGREES 50 MINUTES 49 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.17 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "C") BEING ON A LINE DRAWN 97.66 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE

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OF LOTS 1 TO 8 AFORESAID; THENCE SOUTH 0 DEGREE 09 MINUTES 11 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 33.40 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "F"); THENCE SOUTH 89DEGREES 50 MINUTES 49 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.17 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING (POINT "E");

SAID PARCEL HAVING AS A LOWER LIMIT AN INCLINED PLANE WHOSE ELEVATIONS ARE SHOWN ON THE FOLLOWING TABLE, AND HAVING NO UPPER LIMIT, IN COOK COUNTY, ILLINOIS.

ELEVATION TABLE B

THE AFORESAID INCLINED PLANE SHALL BE THAT WHICH CONTAINS THE POINTS AT THE ELEVATIONS SHOWN BELOW:

ELFVATIO	N	
PONT	CHICAGO CITY DATUM "C"	+10.00
"D"	+10.00	
"E"	+14.50	
"F"	-14.50	

PARCEL 1E:

THAT PART OF LOTS 1 TO 8, BOTH EXCLUSIVE IN BLOCK 4 IN NEWBERRY'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 FAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT ; IN BLOCK 4 AFORESAID, THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT, BEING ALSO THE NORTH LINE OF W. ONTARIO STREET, 80.49 FEET TO A POINT ON A LINE DRAWN 80.49 FEET (AS MEASURED PERPENDICULARLY) CAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 TO 8 AFORESAID; THENCE NORT; ô DEGREE 09 MINUTES 11 SECONDS WEST, ALONG SAID PARALLEL LINE, 55.51 FEET TO A FOINT (HEREINAFTER REFERRED TO AS POINT "H"); SAID POINT BEING ALSO THE POINT OF BECKNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING NORTH 0 DEGR. E () MINUTES 11 SECONDS WEST, ALONG SAID PARALLEL LINE, 54.46 FEET TO A POINT CAP GINAFTER REFERRED TO AS POINT "E"); THENCE NORTH 89 DEGREES 50 MINUTES 49 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.17 FEET TO A POINT (HEREI-LAFTER REFERRED TO AS POINT "F") BEING ON A LINE DRAWN 97.66 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 TO 8 AFORESAID; THENCE SOUTH 0 DEGREE 09 MINUTES 11 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 54.46 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "G"); THENCE SOUTH 89 DEGREES 50 MINUTES 49 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.17 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING (POINT "H");

SAID PARCEL HAVING AS A LOWER LIMIT AN INCLINED PLANE WHOSE ELEVATIONS ARE SHOWN ON THE FOLLOWING TABLE, AND HAVING NO UPPER LIMIT, IN COOK COUNTY, ILLINOIS.

ELEVATION TABLE C

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THE AFORESAID INCLINED PLANE SHALL BE THAT WHICH CONTAINS THE POINTS AT THE ELEVATIONS SHOWN BELOW:

ELEVATION

POINT CHICAGO CITY DATUM "E" +14.50
"F" +14.50
"G" +23.00
"H" +23.00

PARCEL 1F:

THAT PART OF LOTS 1 TO 8, BOTH EXCLUSIVE, IN BLOCK 4 IN NEWBERRY'S ADDITION TO CHICAGO, DEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT I IN BLOCK 4 AFORESAID, THENCE NORTH 2°C DEGREES 55 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT, BEING ALSO THE NORTH LINE OF W. ONTARIO STREET, 80.49 FEET TO A POINT ON A LINE DRAWN 80.49 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 TO 8 AFORESAID, SAID POINT BEING ALSO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE NORTH 0 DEGREE 09 MINUTES 11 SECONDS WEST, ALONG SAID PARALLEL LINE, 55.51 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 49 SECONDS FAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.17 FEET TO A POINT ON A LINE DRAWN 97.66 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WIST LINE OF LOTS 1 TO 8 AFORESAID; THENCE SOUTH 0 DEGREE 09 MINUTES 11 SECONDS FAST, ALONG SAID PARALLEL LINE, 55.53 FEET TO THE SOUTH LINE OF LOT 1 AFORESAID; THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS WEST, ALONG SAID SOUTH LINE, BEINC ALSO THE NORTH LINE OF W. ONTARIO STREET, 17.17 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL LANE OF ELEVATION +23.00 FEET, CHICAGO CITY DATUM, AND HAVING NO UPPER LIMIT, IN CGO'L COUNTY, ILLINOIS.

AFORESAID LEGAL DESCRIPTIONS BEING THE SAME AS THAT IDENTIFIED ON BY DEED RECORDED OCTOBER 27, 2015 AS DOCUMENT NUMBER 1530019053.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCELS 1A, 1B, 1C, 1D, 1E AND 1F AS CREATED BY AMENDED AND RESTATED DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS AND RESTRICTIONS FOR 640 NORTH LASALLE AND 637 NORTH WELLS, CHICAGO, 11. LATED OCTOBER 26, 2015 AND RECORDED OCTOBER 27, 2015 AS DOCUMENT NUMBER 1530019054, OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

EASEMENT PARCEL 1:

LOTS 1 TO 9, BOTH EXCLUSIVE, IN BUTLER'S SUBDIVISION OF BLOCK 21 IN WOLCOTT'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THOSE PARTS OF LOT 1 AND LOTS 6 TO 9, BOTH INCLUSIVE, TAKEN FOR WIDENING OF LASALLE STREET); TOGETHER WITH THE EAST AND WEST 18 FOOT WIDE VACATED ALLEY NORTH OF AND ADJOINING LOTS 1 TO 5, BOTH INCLUSIVE, SOUTH OF AND ADJOINING LOT 6 AND THE SOUTH LINE OF SAID LOT 6 EXTENDED WEST TO THE WEST LINE OF THE SUBDIVISION EAST OF SAID WEST LINE OF THE SUBDIVISION, AND WEST OF THE

WEST LINE OF LASALLE STREET, AS WIDENED, AND THE NORTH AND SOUTH 9.25 FOOT WIDE VACATED ALLEY WEST OF AND ADJOINING LOTS 6 AND 7, SOUTH OF THE SOUTH LINE OF LOT 8, EAST OF THE WEST LINE OF THE SUBDIVISION, AND NORTH OF THE SOUTH LINE OF LOT 6, EXTENDED WEST TO SAID WEST LINE OF THE SUBDIVISION, ALL IN BUTLER'S SUBDIVISION OF BLOCK 21 IN WOLCOTT'S ADDITION TO CHICAGO AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 1A:

THAT PART OF LOTS 1 TO 14, BOTH INCLUSIVE, IN BLOCK 4 IN NEWBERRY'S ADDITION TO CHICAGO, TOGETHER WITH THAT PART OF THE NORTH AND SOUTH 14 FOOT WIDE VACATED ALLEY EAST OF AND ADJOINING LOTS 1 TO 8, BOTH INCLUSIVE, AND WEST OF AND ADJOINING LOTS 9 AND 14 AND THE WEST LINE OF SAID LOT 9 EXTENDED SOUTH TO THE NORTHWEST CORNER OF SAID LOT 14, AND THE EAST AND WEST 18 FOOT WIDE VACATED ALLEY SOUTH OF AND ADJOINING LOTS 9,10 AND 11, NORTH OF THE ADJOINING LOTS 12,13 AND 14, EAST OF THE WEST LINE OF SAID LOT 9 EXTENDED SOUTH TO THE NORTHWEST CORNER OF SAID LOT 14, LYING EAST OF A LINE DRAWN 97.66 FEET (AS MEASURED PERPENDICULARLY, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK, ALL IN BLOCK 4 IN NEWBER 7.7'S ADDITION TO CHICAGO AFORESAID, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THUSD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 1B:

THAT PART OF LOTS 1 TO 8, BOTH PACLUSIVE, IN BLOCK 4 IN NEWBERRY'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RAY GE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 4 AFORESAID, THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT, BEING ALSO THE NORTH LINE OF W. ONTARIO STREFT, 97.66 FEET TO A POINT ON A LINE DRAWN 97.66 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 TO 8 AFORESAID; THENCE NORTH 0 DEGREE 09 MINUTES 11 SECONDS WEST, ALONG SAID PARALLEL LINE, 164.21 FEET TO THE POLICYT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTH 89 DEGREES 50 MINUTES 49 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 18.84 FEET; THENCE NORTH 0 DEGREE 09 MINUTES 11 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 53.78 FEET TO THE NORTH LINE OF LOT 8 AFORESAID; THENCE NORTH 50 DEGREES 52 MINUTES 06 SECONDS EAST, ALONG SAID NORTH LINE, BEING ALSO THE LOUTH LINE OF W. ERIE STREET, 18.84 FEET TO A POINT ON A LINE DRAWN 97.66 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF LOTE 1 TO 8 AFORESAID; THENCE SOUTH 0 DEGREE 09 MINUTES 11 SECONDS EAST, ALONG SAID PARALLEL LINE, 53.78 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNINC;

SAID PARCEL HAVING NO LOWER LIMIT AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +53.62 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL IC:

THAT PART OF LOTS 1 TO 8, BOTH INCLUSIVE, IN BLOCK 4 IN NEWBERRY'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 4 AFORESAID, THENCE

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NORTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT. BEING ALSO THE NORTH LINE OF W. ONTARIO STREET, 80.49 FEET TO A POINT ON A LINE DRAWN 80.49 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 TO 8 AFORESAID; THENCE NORTH 0 DEGREE 09 MINUTES 11 SECONDS WEST, ALONG SAID PARALLEL LINE, 143.37 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "D"), SAID POINT BEING ALSO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING NORTH 0 DEGREE 09 MINUTES 11 SECONDS WEST, ALONG SAID PARALLEL LINE, 20.82 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "A"); THENCE NORTH 89 DEGREES 50 MINUTES 49 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.17 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "B") BEING ON A LINE DRAWN 97.66 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 TO 8 AFORESAID; THENCE SOUTH 0 DEGREE 09 MINUTES 11 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.82 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "C"); THENCE SOUTH 89 DEGREES 50 MINUTES 49 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.17 FEET TO THE HEREP, APOVE DESIGNATED POINT OF BEGINNING (POINT "D");

SAID PARCEL HAVING NO LOWER LIMIT AND HAVING AS AN UPPER LIMIT AN INCLINED PLANE WHOSE ELEVATIONS ARE SHOWN ON THE FOLLOWING TABLE, IN COOK COUNTY, ILLINOIS.

ELEVATION TABLE A

THE AFORESAID INCLINED PLANE SHALL BE THAT WHICH CONTAINS THE POINTS AT THE ELEVATIONS SHOWN BELOW:

ELEVATION POINT/ CHICAGO CITY DATUM "A" +10.00 "D" +10.00"B" +9.15 "C"

EASEMENT PARCEL 1D:

C/6/4; THAT PART OF LOTS 1 TO 8, BOTH EXCLUSIVE, IN BLOCK 4 IN NEWERRY'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE N DRTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 4 AFORESAID, ILLENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT, BEING ALSO THE NORTH LINE OF W. ONTARIO STREET, 80.49 FEET TO A POINT ON A LINE DRAWN 80.49 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 TO 8 AFORESAID; THENCE NORTH 0 DEGREE 09 MINUTES 11 SECONDS WEST, ALONG SAID PARALLEL LINE, 109.97 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "E"), SAID POINT BEING ALSO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING NORTH 0 DEGREE 09 MINUTES II SECONDS WEST, ALONG SAID PARALLEL LINE, 33.40 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "D"); THENCE NORTH 89 DEGREES 50 MINUTES 49 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.17 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "C") BEING ON A LINE DRAWN 97.66 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 TO 8 AFORESAID; THENCE SOUTH 0 DEGREE 09

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MINUTES 11 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 33.40 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "F"); THENCE SOUTH 89 DEGREES 50 MINUTES 49 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.17 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING (POINT "E");

SAID PARCEL HAVING NO LOWER LIMIT AND HAVING AS AN UPPER LIMIT AN INCLINED PLANE WHOSE ELEVATIONS ARE SHOWN ON THE FOLLOWING TABLE, IN COOK COUNTY, ILLINOIS.

ELEVATION TABLE B

THE AFORESAID INCLINED PLANE SHALL BE THAT WHICH CONTAINS THE POINTS AT THE ELEVATION'S SHOWN BELOW:

ELEVATION PC/NT/ CHICAGO CITY DATUM "C" +10.00

"D" +10.00

"E" +14.50

"F" +14.50

EASEMENT PARCEL 1E:

THAT PART OF LOTS 1 TO 8, BOTH LY. LUSIVE, IN BLOCK 4 IN NEWBERRY'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE FACT 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 4 AFORESAID, THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT, BEING ALSO THE NORTH LINE OF W. ONTARIO STRELT, 80.49 FEET TO A POINT ON A LINE DRAWN 80.49 FEET (AS MEASURED PERPENDICULARLY) E AST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 TO 8 AFORESAID; THENCE NORTH 0 DEGREE 09 MINUTES II SECONDS WEST, ALONG SAID PARALLEL LINE, 55.51 FEET TO A POINT (HIREINAFTER REFERRED TO AS POINT "H"); SAID POINT BEING ALSO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING NORTH 0 DEGREE 09 MINUTES 11 SECONDS WEST, ALONG SAID PARALLEL LINE, 54.46 FEET TO A POINT (HEREINAFTER REJERRED TO AS POINT "E"); THENCE NORTH 89 DEGREES 50 MINUTES 49 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.17 FEET TO A POINT (HEREINAFTER REFERRED TO A POINT "F") BEING ON A LINE DRAWN 97.66 FEET (AS MEASURED PERPENDICULARLY) FAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 TO 8 AFORESAID; THENCE SOUTH & DEGREE 09 MINUTES 11 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 54.46 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "G"); THENCE SOUTH 89 DEGREES 50 MINUTES 49 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.17 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING (POINT "H"):

SAID PARCEL HAVING NO LOWER LIMIT AND HAVING AS AN UPPER LIMIT AN INCLINED PLANE WHOSE ELEVATIONS ARE SHOWN ON THE FOLLOWING TABLE, IN COOK COUNTY, ILLINOIS.

ELEVATION TABLE C

THE AFORESAID INCLINED PLANE SHALL BE THAT WHICH CONTAINS THE POINTS AT THE ELEVATIONS SHOWN BELOW:

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ELEVATION POINT/ CHICAGO CITY DATUM "E" +14.50

"F" +14.50

"G" +23.00

"H" +23.00

EASEMENT PARCEL 1F:

THAT PART OF LOTS 1 TO 8, BOTH INCLUSIVE, IN BLOCK 4 IN NEWBERRY'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERTOIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 4 AFORESAID, THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT, BEING ALSO THE NORTH LINE OF W. ONTARIO STREET, 80.49 FEET TO A POINT ON A LINE DRAWN 80.49 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 TO 8 AFORESAID, SAID POINT BEING ALSO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE NORTH 0 DEGREE 09 MINUTES 11 SECONDS WEST, ALONG SAID PARALLEL LINE, 55.51 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 49 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.17 FEET TO A POINT ON A LINE DRAWN 97.56 PEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 TO 8 AFORESAID; THENCE SOUTH 0 DEGREE 09 MINUTES 11 SECONDS EAST, ALONG 5 AID PARALLEL LINE, 55.53 FEET TO THE SOUTH LINE OF LOT 1 AFORESAID; THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS WEST, ALONG SAID SOUTH LINE, BEING ALSO THE NORTH LINE OF W. ONTARIO STREET, 17.17 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PARCEL HAVING NO LOWER LIMIT AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +23.0.