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This Instrument Prepared By:  
Erica Sitkoff, Esq.  
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444 West Lake Street  
Suite 900  
Chicago, Illinois 60606



Doc# 1901145036 Fee \$54.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/11/2019 11:46 AM PG: 1 OF 9

After Recording Return To:  
Daniel C. Reynolds, Esq.  
Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, New York 10006

Send Subsequent Tax Bills to:  
River North Assets LLC  
c/o Mapletree Investments Pte Ltd.  
2222 Corinth Avenue  
Los Angeles, California 90064  
Attention: Tam Wen De

CCHI180317811 1all

[This space reserved for recording data]

## SPECIAL WARRANTY DEED

**THIS SPECIAL WARRANTY DEED** (the "Deed"), is made as of this 10 day of January, 2019, by **220 WEST ILLINOIS OWNER, LLC**, a Delaware limited liability company (the "**Grantor**"), having an office at 1477 NW Everett Street, Portland, Oregon 97209, to **RIVER NORTH ASSETS LLC**, a Delaware limited liability company (the "**Grantee**"), having an office at c/o Mapletree Investments Pte Ltd., 2222 Corinth Avenue, Los Angeles, California 90064.

### WITNESSETH:

That the Grantor for and in consideration of the sum of TEN AND 00/100THS DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does **GRANT, REMISE, RELEASE, ALIEN, SELL AND CONVEY** unto the Grantee and its successors and assigns **FOREVER**, all of the real estate, situated in the County of Cook and State of Illinois commonly known as 220 West Illinois Street, Chicago, Illinois and legally described on **Exhibit A** attached hereto and made a part hereof together with the buildings, structures, fixtures, and other improvements located on said real estate and all and singular hereditaments and appurtenances belonging therè, or in any way appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either at law or in equity of, in and to the above-described premises, with the hereditaments and appurtenances (the "**Property**"), subject only to those matters described on **Exhibit B** attached hereto and made a part hereof, as well as the

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restrictions provided in **Exhibit C** attached hereto and made a part hereof (collectively, the “Permitted Exceptions”).

**TO HAVE AND TO HOLD** the Property subject only to the Permitted Exceptions, unto the Grantee and its successors and assigns forever.

Grantor does covenant, promise and agree, to and with the Grantee and its successors and assigns, that it has not done, or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except as herein recited, and that it **WILL WARRANT AND FOREVER DEFEND** the Property against persons lawfully claiming, or to claim the same, by, through or under Grantor but not otherwise, subject only to the Permitted Exceptions.



**IN WITNESS WHEREOF**, the Grantor has caused its name to be signed to these presents on the date first set forth above.

[signature page follows]

REAL ESTATE TRANSFER TAX		10-Jan-2019
	CHICAGO:	682,500.00
	CTA:	273,000.00
	<b>TOTAL:</b>	<b>955,500.00 *</b>

17-09-244-006-0000 | 20181201668078 | 1-675-808-416

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

REAL ESTATE TRANSFER TAX		10-Jan-2019
 	COUNTY:	45,500.00
	ILLINOIS:	91,000.00
	<b>TOTAL:</b>	<b>136,500.00</b>

17-09-244-006-0000 | 20181201668078 | 1-408-773-792

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**GRANTOR:**


**220 WEST ILLINOIS OWNER, LLC**, a Delaware limited liability company

By: **220 West Illinois Member, LLC**, a Delaware limited liability company, its managing member

By: **Gerding Edlen Green Cities II, L.P.**, a Delaware limited partnership, its sole Member

By: **Gerding Edlen Fund Management II, LLC**, a Delaware limited liability company, its general partner

By: **GEFM II Management, LLC**, an Oregon limited liability company, its sole member

By:   
Name: Kelly Saito  
Title: Manager

Property of Cook County Clerk's Office

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STATE OF Oregon )  
 )  
COUNTY OF Multnomah ) ss:

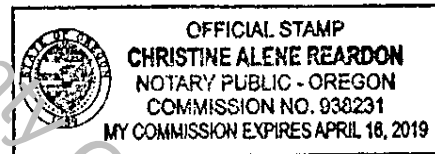
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Kelly Saito, the Manager of GEFM II Management, LLC, an Oregon limited liability company, the sole member of Gerding Edlen fund Management II, LLC, a Delaware limited liability company, the general partner of Gerding Edlen Green Cities II, L.P., a Delaware limited partnership, the sole member of 220 West Illinois Member, LLC, a Delaware limited liability company, the managing member of 220 West Illinois Owner, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged he signed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of the Seller, for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 3<sup>rd</sup> day of January, 2019.

Christine Reardon  
Notary Public: Christine Reardon

Commission Expiration:

4/16/2019



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## EXHIBIT A

### LEGAL DESCRIPTION

Lot 20 (except the West 11.49 feet thereof) and Lots 21, 22, 23, 24, 25 and 26 in Block 12 in Newberry's Addition to Chicago in the West 1/2 of the Northeast 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Excepting therefrom the following 2 Parcels:

Parcel 1:

That part of Lots 20 (except the West 11.49 feet thereof), 21, 22, 23, 24, 25 and 26 in Block 12 in Newberry's Addition to Chicago in the West Half of the Northeast Quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, all taken as a Tract, lying below a horizontal Plane having an elevation of +23.81 Chicago City Datum and lying above a horizontal plane having an elevation of +13.81 Chicago City Datum and lying within its horizontal boundary projected vertically and described as follows: commencing at the Northwest corner of said Tract being the point of intersection of the North Line of said Lot 20 with the East Line of the West 11.49 feet thereof; thence South 89 degrees 52 minutes 38 seconds East along the North Line of said Tract 86.79 feet to the point of beginning; thence South 89 degrees 52 minutes 38 seconds East along the North Line of said Tract 67.53 feet; thence South 00 degrees 07 minutes 22 seconds West 18.89 feet; thence North 89 degrees 52 minutes 38 seconds West 49.57 feet; thence North 00 degrees 07 minutes 22 seconds East 0.83 feet; thence North 89 degrees 52 minutes 38 seconds West 17.95 feet; thence North 00 degrees 07 minutes 22 seconds East 18.06 feet to the point of beginning, (except that part of said Tract described as follows: commencing at the Northwest Corner of said Tract; thence South 89 degrees 52 minutes 38 seconds East 102.95 feet; thence South 00 degrees 07 minutes 22 seconds West 7.37 feet to the point of beginning; thence North 89 degrees 47 minutes 41 seconds East 1.86 feet; thence South 00 degrees 12 minutes 19 seconds East 8.37 feet; thence South 89 degrees 47 minutes 41 seconds West 1.86 feet; thence North 00 degrees 12 minutes 19 seconds West 8.37 feet to the point of beginning; also except that part of said Tract described as follows: commencing at the Northwest Corner of said Tract; thence South 89 degrees 52 minutes 38 seconds East 129.29 feet; thence South 00 degrees 07 minutes 22 seconds West 7.23 feet to the point of beginning; thence South 89 degrees 40 minutes 09 seconds East 1.82 feet; thence South 00 degrees 19 minutes 51 seconds West 10.33 feet; thence North 89 degrees 40 minutes 09 seconds West 1.76 feet; thence North 00 degrees 00 minutes 00 seconds East 10.33 feet to the point of beginning) in Cook County, Illinois.

Parcel 2:

That part of Lots 20 (except the West 11.49 feet thereof), 21, 22, 23, 24, 25 and 26 in Block 12 in Newberry's Addition to Chicago in the West Half of the Northeast Quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, all taken as a Tract, lying below a horizontal plane having an elevation of +23.81 Chicago City Datum and lying above a horizontal plane having an elevation of +13.81 Chicago City Datum and lying within its horizontal boundary projected vertically and described as follows: commencing at the Northwest Corner of said Tract being the point of intersection of the North Line of said Lot 20 with the East Line of the West 11.49 feet thereof; thence South 89 degrees 52 minutes 38 Seconds east along the North Line of said Tract 1.21 feet to the point of beginning; thence South 89 degrees 52 minutes 38 seconds East along the North Line of said Tract 67.66 feet; thence South 00 degrees 07 minutes 22 seconds West 18.06 feet; thence North 89 degrees 52 minutes 38 seconds West 43.90 feet; thence South 00 degrees 07 minutes 22 seconds West 17.45 feet; thence North 89 degrees 52 minutes 38 seconds West 23.76 feet; thence North 00 degrees 07 minutes 22 seconds East 35.51 feet to the point of beginning, (except that part of said Tract described as follows: commencing at the Northwest Corner of said Tract; thence South 89 degrees 52 minutes 38 seconds East 24.99 feet; thence South 00 degrees 07 minutes 22 degrees West 7.53 feet to the point of beginning; thence North 89 degrees 48 minutes

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36 seconds East 1.82 feet; thence South 00 degrees 30 minutes 52 seconds East 8.34 feet; thence South 89 degrees 48 minutes 36 seconds West 1.87 feet; thence North 00 degrees 11 minutes 24 seconds West 8.34 feet to the point of beginning; also except that part of said Tract described as follows: commencing at the Northwest Corner of said Tract; thence South 89 degrees 52 minutes 38 seconds East 51.08 feet; thence South 00 degrees 07 minutes 22 seconds West 7.43 feet to the point of beginning; thence South 90 degrees 00 minutes 00 seconds East 1.89 feet; thence South 00 degrees 00 minutes 00 seconds West 8.37 feet; thence North 90 degrees 00 minutes 00 seconds West 1.89 feet; thence North 00 degrees 00 minutes 00 seconds East 8.37 feet to the point of beginning), in Cook County, Illinois.

Address: 220 W. Illinois Street, Chicago, Illinois 60654

PIN: Part of 17-09-244-006; 17-09-244-007; 17-09-244-008; 17-09-244-020

Property of Cook County Clerk's Office

**COOK COUNTY  
RECORDER OF DEEDS**

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## EXHIBIT B

### PERMITTED EXCEPTIONS

1. Real estate taxes for the period 2018-2019, and subsequent years, and assessments and governmental charges and fees, not yet due and payable.
2. Amended and Restated Declaration of easements, covenants, conditions and restrictions recorded June 5, 2013 as Document Number 1315633111.  
  
First Amendment to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions recorded June 5, 2018 as Document Number 1815601005.
3. Environmental No Further Remediation Letter Recorded March 17, 2016 as document number 1607745007.
4. The land lies within the boundaries of a special service area as disclosed by ordinance recorded as recording no 91075341 and is subject to additional taxes under the terms of said ordinance and subsequent related ordinances.
5. Encroachment of the sign hanging on the side of building which extends up 5.6 feet south of Southerly property line as shown on survey by Bock & Clark dated December 11, 2018, last revised January 4, 2019, job number 201805190-001.
6. Operation, Easement and Development Rights Agreement between 220 West Illinois Owner, LLC and Illinois Franklin Associates, LLC recorded June 5, 2013 as document number 1315633112.
7. Zoning Rights Agreement dated May 24, 2018 by and between 220 West Illinois Owner, LLC, a Delaware limited liability company and 500 North Franklin Street LLC, an Illinois limited liability company recorded June 5, 2018 as document 1815601006.
8. The rights of tenants under the leases for the Property.
9. Applicable zoning, building, and land use laws.

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## EXHIBIT C

### CONDOMINIUM RESTRICTIONS

The Property shall hereafter be held, transferred, sold, leased and encumbered, conveyed, and occupied, subject to the covenants, conditions, and restrictions set forth in numbered paragraphs 1 through 7 immediately following (collectively, the "Restrictive Covenants"), each of which is for, and shall inure to the benefit of the Benefited Persons:

1. From and after the date hereof through and including January 10, 2033: (a) no Condominium shall be created covering the Property or any portion thereof, (b) no Condominium Conversion shall be effected or implemented, nor shall a Condominium Project be created, with regard to the units within the Property, and (c) no Condominium Plat shall be filed affecting the Property or any portion thereof.

2. In the event of the violation or breach of any of the Restrictive Covenants, each Benefited Person shall have the right to all remedies at law or in equity, including, without limitation, prosecuting a proceeding at law or in equity against the party or parties who have violated or are attempting to violate any of the Restrictive Covenants, to enjoin or prevent them from doing so, to cause such violation to be remedied, including without limitation, court costs and attorney fees in enforcing the Restrictive Covenants. Without limiting the foregoing, any party or parties who now or hereafter owns or acquires fee title in or to any portion of the Property shall, and does hereby, to the fullest extent permitted by law, indemnify, defend and hold each Benefited Person harmless from and against any and all liabilities, damages, losses, claims, causes of action, suits, demands, charges, complaints, costs and expenses (including, without limitation, attorneys' fees and costs of litigation), which any of the Benefited Persons may suffer, incur or be obligated to perform arising out of such party or parties breach or failure to strictly comply with the Restrictive Covenants, including, without limitation, all liabilities, damages, losses, claims, causes of action, suits, demands, charges, complaints, costs and expenses arising or accruing as a result of any claims by subsequent owners of any portion of the Property (including owners of condominium units or owners of a cooperative, as the case may be) or any condominium associations relating to (a) the design, development, and construction of the Property and any defects, breaches of contract, errors, omissions, or negligence in connection therewith, or (b) any omissions, misrepresentations or misstatements in any conversion, condominium or cooperative documents, or (c) any other liabilities which may be imposed on any Benefited Person under any applicable law as a result of the Condominium Conversion. All remedies provided herein or at law or in equity shall be cumulative and not exclusive of any other remedy at law or in equity.

3. The Restrictive Covenants are appurtenant to and run with the Property, and shall be binding and enforceable against all parties having any right, title or interest in the Property, and their respective heirs, successors and assigns, and shall inure to the benefit of each Benefited Person.

4. Failure on the part of any Benefited Person to complain of any act or failure to act to enforce the Restrictive Covenants irrespective of how long such failure continues shall not



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constitute a waiver by any of the Benefited Persons of the right to strictly enforce any violation of the Restrictive Covenants. Notwithstanding any provision hereof to the contrary, Grantor, in its sole discretion, may elect to waive, modify, amend, or terminate any or all of the Restrictive Covenants; provided, however, that, no such waiver, modification, amendment or termination shall be effective unless the same is set forth in a writing executed by Grantor and such writing is filed with the County Recorder.

5. If any term, covenant, condition or provision of the Restrictive Covenants, or the application thereof to any person, entity or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of the Restrictive Covenants or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

6. Notwithstanding anything to contrary contained herein, no expiration of the restrictive covenants and no earlier termination of the Restrictive Covenants shall be deemed to waive or release any party from any prior breach of the Restrictive Covenants.

7. As used in this Deed, the following terms shall have the following meanings:

(a) “Benefited Person” means all of the following: (i) Grantor, (ii) any constituent entity or affiliate of Grantor and any partner, member, shareholder, officer, or director of any such constituent entity or affiliate of Grantor, and (iii) any other person or entity who has been designated as a “Benefited Person”, in a writing executed and delivered after the date hereof by either Grantor (or any successor or assign of Grantor) and filed for record with the County Recorder for the county in which the Property is located.

(b) “Condominium” means a condominium as described in the Illinois Condominium Property Act, or any similar statute or law which defines a condominium.

(c) “Condominium Conversion” means the filing or recording with the County Recorder, or other applicable state, municipal or local governmental entity or agency, of any document providing for the conversion of the Property to a Condominium Project.

(d) “Condominium Plat” means a Plat as defined under ILCS 605/2(i), or any similar statute or law which defines a condominium plat.

(e) “Condominium Project” means any project all or a portion of which has located thereon a Condominium or a Condominium Conversion.

(f) “County Recorder” means the Cook County Recorder of Deeds.