

UNOFFICIAL COPY

Prepared by and after recording return to:

David J. O'Keefe
Schain Banks
70 West Madison Street, Suite 5300
Chicago, Illinois 60602

PINs:

17-16-401-013-0000
17-16-401-014-0000
17-16-401-013-0000
17-16-416-004-0000



Doc# 1923545066 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/23/2019 02:07 PM PG: 1 OF 1

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This space reserved for Recorder.

SECOND AMENDED AND RESTATED ZONING RIGHTS AGREEMENT

THIS SECOND AMENDED AND RESTATED ZONING RIGHTS AGREEMENT (this "Agreement") is made and entered into as of the 8th day of August, 2019 (the "Effective Date"), by and among Riverline F-1, LLC, a Delaware limited liability company ("Parcel F-1 Owner"), Riverline F-2, LLC, a Delaware limited liability company ("Parcel F-2 Owner"), Riverline F-3, LLC, a Delaware limited liability company ("Parcel F-3 Owner"), Riverline G, LLC, a Delaware limited liability company ("Parcel G Owner"), Riverline H, LLC, a Delaware limited liability company ("Parcel H Owner"), Riverline I, LLC, a Delaware limited liability company ("Parcel I Owner") and Riverline J, LLC, a Delaware limited liability company ("Parcel J Owner"; Parcel F-1 Owner, Parcel F-2 Owner, Parcel F-3 Owner, Parcel G Owner, Parcel H Owner, Parcel I Owner and Parcel J Owner are referred to in singular as an "Owner" and in plural as "Owners").

RECITALS:

- A. Parcel F-1 Owner is the owner of the parcel of real estate legally described on Exhibit A attached hereto ("Parcel F-1").
- B. Parcel F-2 Owner is the owner of the parcel of real estate legally described on Exhibit B attached hereto ("Parcel F-2").
- C. Parcel F-3 Owner is the owner of the parcel of real estate legally described on Exhibit C attached hereto ("Parcel F-3").
- D. Parcel G Owner is the owner of the parcel of real estate legally described on Exhibit D attached hereto ("Parcel G").

Box 400

S 11
P 19
S 4
M 1
SC 1
F 1
INT 1

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E. Parcel H Owner is the owner of the parcel of real estate legally described on Exhibit E attached hereto ("**Parcel H**").

F. Parcel I Owner is the owner of the parcel of real estate legally described on Exhibit F attached hereto ("**Parcel I**").

G. Parcel F-1 Owner is the owner of the parcel of real estate legally described on Exhibit G attached hereto ("**Parcel J**").

H. The Parcels constitute all of the real property described in that certain *Zoning Rights Agreement* dated as of the 26th day of February, 2015, by and between The Chicago Title Land Trust Company, as Trustee under the provisions of a trust agreement dated January 13, 1906 and known as Trust No. 3000, and 1000 S. Wells (Chicago), LLC, a Delaware limited liability company, and recorded in Cook County, Illinois on June 17, 2015, as Document No. 1516829118, as modified by that certain *First Amended and Restated Zoning Rights Agreement* dated as of the 1st day of May, 2019, by and between the Owners, and recorded in Cook County, Illinois on May 21, 2019, as Document No. 1914141020 (collectively the "**Agreement**") The Owners hereunder are all of the successors in interest to the "Owners" under the Agreement and, accordingly, have the right to amend and restate the Agreement in the manner set forth herein.

I. The Parcels are located within Residential Business Planned Development No. 225, as designated by an ordinance approved by the City Council of the City of Chicago on April 28, 1980 and corrected and reprinted on May 7, 1980, as the same may be hereafter amended and modified from time to time in conformance with this Agreement (the "**PD**").

J. The PD allows, inter alia, the construction of 1,500 dwelling units and 2,860,000 square feet of floor area (for floor area ratio purposes, as calculated pursuant to the PD and the Chicago Zoning Ordinance ("**FAR Floor Area**").

K. In addition to the Parcels, the PD includes the existing mixed-use development commonly known as River City located at 800 South Wells Street ("**River City**"). As detailed in the "Part II" submission letter from Bertrand Goldberg Associates, Inc. dated September 12, 1983 and approval letters from the City of Chicago dated October 21, 1983 and February 7, 1994, River City contains 446 dwelling units, 718,562 square feet of FAR Floor Area and 460,119 square feet of residential floor area, therefore leaving 1,054 dwelling units, 2,141,438 square feet of FAR Floor Area, 1,339,881 square feet of residential floor area and 801,557 square feet of commercial floor area available for development on Parcel A and Parcel B.

L. In furtherance of the orderly development of the Parcels in accordance with the PD, the Owners wish to allocate among themselves the remaining dwelling units, FAR Floor Area, residential floor area, commercial floor area and other development rights under the PD which can equitably be allocated to the Parcels. The Owners further wish to designate zoning control for purposes of Section 17-8-0400 of the Chicago Zoning Ordinance and set forth certain other agreements regarding the Parcels and the PD and the Owners' rights and obligations relating thereto.

NOW, THEREFORE, in consideration of the foregoing, and for other valuable and mutual consideration, the adequacy and receipt of which are hereby acknowledged, the Owners agree as follows:

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1. Incorporation. The foregoing recitals are incorporated herein as if fully set forth in this Section 1.

2. Allocation of Development Rights. As among the Owners, the remaining development rights under the PD are hereby allocated as follows:

(a)	Dwelling Units:	
	(i) Parcel F-1:	430
	(ii) Parcel G:	352
	(iii) Parcels F-2, F-3, H, I and J collectively:	<u>272</u>
	Total:	1,054

(a)	FAR Floor Area:	
	(i) Parcel F-1:	420,852
	(ii) Parcel G:	409,469
	(iii) Parcels F-2, F-3, H, I and J collectively:	<u>1,311,117</u>
	Total:	2,141,438

(b)	Residential Floor Area:	
	(i) Parcel F-1:	420,852
	(iv) Parcel G:	409,469
	(iii) Parcels F-2, F-3, H, I and J collectively:	<u>509,560</u>
	Total:	1,339,881

(d)	Commercial Floor Area:	
	(i) Parcel F-1:	0
	(ii) Parcels F-2, F-3, G, H, I and J collectively:	<u>801,557</u>
	Total:	801,557

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(e) Other Development Rights and Standards: Other development rights and standards under the PD not specifically addressed above shall be allocated to the Parcels on an equitable basis and, where appropriate, based on relative net site area, such that no Owner shall be permitted to develop, establish or use, to the exclusion of the other Owners, zoning rights that would otherwise be available to such other Owners were the Parcels to constitute separate "zoning lots."

3. Permitted Use of Parcels; Permits. Each Owner shall have the right, without further consent or authorization from any other Owner, to occupy, use, operate, maintain, renovate, repair, demolish, develop and redevelop its Parcel and the improvements located thereon from time to time, and to seek and obtain any and all permits, licenses, authorizations and approvals for the same, provided, however, no Owner shall take or permit any action on or related to its Parcel which would have a Material Adverse Effect, as defined below.

4. Compliance with Zoning; Violations. No Owner shall cause or permit any condition or circumstance that would violate or be inconsistent with the PD or the Zoning Ordinance or would result in a Material Adverse Effect, as defined below. Any Owner causing any such condition or circumstance shall promptly take such action as may be necessary to cause such condition or circumstance to be cured, corrected, removed or resolved. Upon receipt of any correspondence from any government entity which relates in any way to the PD or the Zoning Ordinance or the Owners' or Parcels' compliance therewith, the Owner receiving such correspondence shall promptly provide a copy to the other Owners.

5. Designated Zoning Control Parties; Zoning Changes.

(a) Each Owner is hereby designated as the sole zoning control party with respect to its own Parcel and such Owner (for purposes of this Section, a "**Requesting Owner**") is authorized by this Agreement, without further consent from the other Owners, and on behalf of the other Owners, to take action on any matter regarding the PD (including, without limitation, filing applications for Zoning Changes and seeking additional development rights in connection therewith), provided such action will not have a Material Adverse Effect, as defined below. For purposes of this Agreement, a "**Zoning Change**" means any change to the PD, including, without limitation, legislative "major" changes, administrative "minor" changes, site plan approvals, opinions, interpretations and determinations by the City or any agency thereof.

(b) The other Owners shall reasonably cooperate with the Requesting Owner, at no cost to such other Owners, in obtaining Zoning Changes that will not result in a Material Adverse Effect. The other Owners, within ten (10) days after written request to do so by the Requesting Owner, shall execute such instruments, agreements, writings, documents or applications as may be legally required or reasonably necessary to seek or obtain a Zoning Change authorized by this Agreement (including, without limitation, written consent in a form satisfactory to the City of Chicago). No Owner shall have any obligation to execute any documents or instruments that are in violation of, or are inconsistent with, the terms of this Agreement.

6. Material Adverse Effect. For purposes of this Agreement, a "**Material Adverse Effect**" means any of the following:

(a) the development of an amount of dwelling units, FAR floor area, residential floor area, commercial floor area or other development on a Parcel exceeding the development rights allocated to such Parcel in Section 2;

(b) a reduction of the overall amount of dwelling units, FAR floor area, residential floor area, commercial floor area or other development rights permitted in the PD as set forth in the Use and Bulk Regulations and Data, April 28, 1980 City Council Journal of the City of Chicago, page 2914;

(c) the imposition of increased or additional material obligations, conditions, requirements or costs by the PD upon the non-Requesting Owners;

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(d) the non-Requesting Owners' Parcels or the improvements thereon becoming non-conforming under the PD or the Zoning Ordinance; or

(e) the introduction, commencement or threat of administrative, legislative or judicial action or proceedings that, if concluded, could result in any of the foregoing.

7. Enforcement of Agreement. The terms of this Agreement are special and unique. Damages may not be adequate compensation in the event of any breach or default by an Owner. Accordingly, in the event of any actual or threatened breach by an Owner of any of the agreements or restrictions contained herein, each other Owner shall be entitled to injunctive or other appropriate relief compelling performance of the terms hereof or restraining any action in violation of the terms hereof, provided that nothing contained herein shall be construed as prohibiting the non-breaching Owners from pursuing any other available remedies, including the recovery of damages, and all such rights are herein expressly reserved, excluding, however, consequential, special or punitive damages. In any suit, action or proceeding initiated under or by reason of this Agreement, the prevailing Owner or Owners therein shall be entitled to reimbursement from the non-prevailing Owner or Owner for all costs and expenses, including, without limitation, court costs, expert witness fees and reasonable attorneys' fees and expenses, incurred or sustained by the prevailing Owner or Owners in connection with such suit, action or proceeding.

8. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or one (1) business day after delivery to the overnight delivery service for next business day delivery, or five (5) business days after deposit in the mail if delivered by United States Mail. Unless changed in accordance with the preceding sentence, the address for notices given pursuant to this Agreement shall be as follows:

Notice to any Owner shall be sent to:	c/o CMK Companies, Ltd. 225 West Ohio Street Sixth Floor Chicago, IL 60654 Email: cmk@cmkdev.com Facsimile: (312) 376-2056
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9. No Third-Party Beneficiaries. No provisions of this Agreement, express or implied, are intended or shall be construed to confer upon or give to any person or entity other than the Owners any rights, remedies or other benefits under or by reason of this Agreement unless otherwise expressly and specifically provided herein.

10. Relationship of the Owners. This Agreement is not intended to, nor shall it be deemed to, create a partnership, joint venture or agency relationship among the Owners. No Owner shall hold itself out as a partner, joint venturer, principal or agent of the other Owners under this Agreement except as otherwise expressly and specifically provided herein.

11. Term. This Agreement is permanent in nature and shall continue in perpetuity.

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12. Indemnification. Each Owner (an "**Indemnitor**") agrees to indemnify, defend and hold harmless the other Owners and their respective members, managers, officers, and employees from and against any claims, damages, proceedings, losses, liabilities, costs and expenses (including reasonable attorneys' fees and litigation costs) arising from or in connection with Indemnitor's violation of or failure to comply with the provisions of this Agreement.

13. Limitation of Personal Liability. The enforcement of any rights or obligations contained in this Agreement against any Owner shall be limited to the interest of such Owner in the Parcel owned by such Owner. No judgment against any Owner shall be subject to execution on, or be a lien on, any assets of such Owner other than that Owner's interest in its Parcel.

14. Agreement Shall Continue Notwithstanding Breach. No breach or default by an Owner shall entitle any other Owner to cancel, rescind or otherwise terminate this Agreement; however, such limitation shall not affect, in any manner, any other rights or remedies that any Owner may have under this Agreement by reason of any such breach.

15. No Waiver. The failure of an Owner to insist upon strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any rights or remedies that such Owner may have under this Agreement, whether at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

16. Estoppel Certificate. Each Owner hereto shall, from time to time, within fifteen (15) days after written request from another Owner, execute, acknowledge and deliver to the requesting Owner, a certificate (which may be relied upon for estoppel purposes only and shall not create any liability for damages) stating:

- (a) that the terms and provisions of this Agreement are unmodified and are in full force and effect or, if modified, identifying the modification agreements;
- (b) whether the certifying Owner has knowledge of any existing default hereunder by the requesting Owner and, if so, specifying the nature and extent of such default;
- (c) the total amount of all liens being asserted hereunder by the certifying Owner against the requesting Owner; and
- (d) such other matters as may be reasonably requested.

17. Multiple Titleholders of a Parcel. If title to a Parcel shall be divided, all fee titleholders of such Parcel shall be jointly and severally responsible with the other fee titleholders of such Parcel for the performance of the obligations of the Owner of such Parcel under this Agreement, but such fee titleholders shall only act collectively through a single representative with authority to bind all such fee titleholders in respect of actions, decisions and consents under this Agreement.

18. No Representations or Warranties. It is acknowledged and agreed that the descriptions of existing and remaining development rights set forth in Recital G and elsewhere in this Agreement are based on City of Chicago records and no Owner has undertaken an independent investigation into such matters. No Owner makes any representation or warranty whatsoever regarding existing or remaining development rights under the PD or the Zoning Ordinance.

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IN WITNESS WHEREOF, the Owners have hereunto set their hands to be effective as of the Effective Date.

Property of Cook County Clerk's Office

RIVERLINE F-1, LLC, a Delaware limited liability company

By: **Riverline Corporation**, a Delaware corporation

By: _____
Colin M. Kihnke, President

RIVERLINE F-2, LLC, a Delaware limited liability company

By: **Riverline Corporation**, a Delaware corporation

By: _____
Colin M. Kihnke, President

RIVERLINE F-3, LLC, a Delaware limited liability company

By: **Riverline Corporation**, a Delaware corporation

By: _____
Colin M. Kihnke, President

RIVERLINE G, LLC, a Delaware limited liability company

By: **Riverline Corporation**, a Delaware corporation

By: _____
Colin M. Kihnke, President

RIVERLINE H, LLC, a Delaware limited liability company

By: **Riverline Corporation**, a Delaware corporation

By: _____
Colin M. Kihnke, President

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RIVERLINE I, LLC, a Delaware limited liability company

By: **Riverline Corporation**, a Delaware corporation

By: _____
Colin M. Kihnke, President

RIVERLINE J, LLC, a Delaware limited liability company

By: **Riverline Corporation**, a Delaware corporation

By: _____
Colin M. Kihnke, President

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT, **Colin M. Kihnke**, President of **Riverline Corporation**, a Delaware corporation, Manager of **RIVERLINE F-1, LLC**, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said Corporation and Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19 day of August, 2019.

S Bedford
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

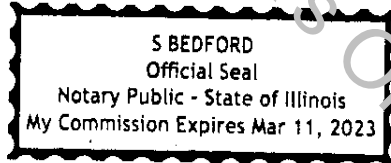


I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT, **Colin M. Kihnke**, President of **Riverline Corporation**, a Delaware corporation, Manager of **RIVERLINE F-2, LLC**, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said Corporation and Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19 day of August, 2019.

S Bedford
Notary Public

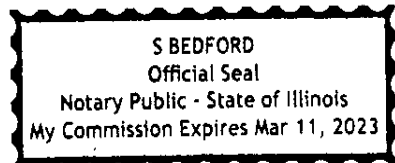
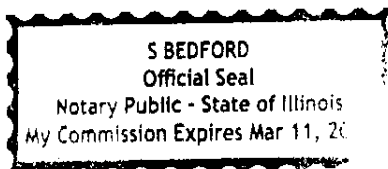
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT, **Colin M. Kihnke**, President of **Riverline Corporation**, a Delaware corporation, Manager of **RIVERLINE F-3, LLC**, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said Corporation and Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19 day of August, 2019.

S Bedford
Notary Public



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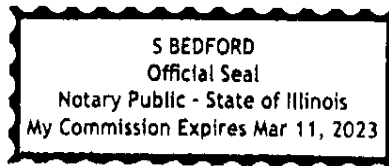
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT, **Colin M. Kihnke**, President of **Riverline Corporation**, a Delaware corporation, Manager of **RIVERLINE G, LLC**, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said Corporation and Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19 day of August, 2019.

S Bedford
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

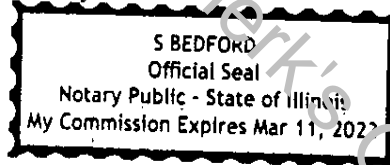


I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT, **Colin M. Kihnke**, President of **Riverline Corporation**, a Delaware corporation, Manager of **RIVERLINE H, LLC**, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said Corporation and Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19 day of August, 2019.

S Bedford
Notary Public

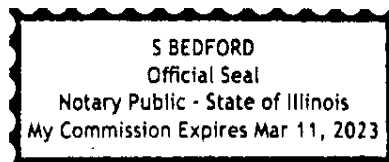
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT, **Colin M. Kihnke**, President of **Riverline Corporation**, a Delaware corporation, Manager of **RIVERLINE I, LLC**, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said Corporation and Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19 day of August, 2019.

S Bedford
Notary Public



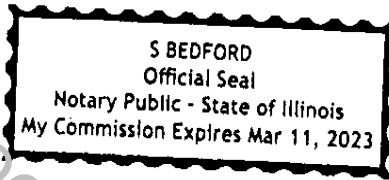
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT, **Colin M. Kihuke**, President of **Riverline Corporation**, a Delaware corporation, Manager of **RIVERLINE J, LLC**, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said Corporation and Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19 day of August, 2019.

S Bedford
Notary Public



Property of Cook County Clerk's Office

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EXHIBIT A

PARCEL F-1 LEGAL DESCRIPTION

THAT PART OF BLOCKS 85 AND 86 IN THE SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF THE FILLED OLD CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER. ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF BLOCK 86 AFORESAID WITH THE SOUTH LINE OF WEST POLK STREET; THENCE NORTH 89 DEGREES 53 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF WEST POLK STREET, 10.00 FEET TO A POINT ON THE WEST LINE OF SOUTH WELLS STREET (SAID WEST LINE BEING DRAWN 10.00 FEET WEST OF AND PARALLEL WITH THE AFOREMENTIONED EAST LINE OF BLOCK 86); THENCE SOUTH 0 DEGREES 03 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SOUTH WELLS STREET AFORESAID, 388.20 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES 56 MINUTES 23 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 199.75 FEET TO A POINT ON A LINE DRAWN 1.51 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE EASTERLY LINE OF A 20 FOOT PERMANENT ACCESS EASEMENT PER CIRCUIT COURT OF COOK COUNTY CASE NO. 76L 11684 ENTERED JULY 1, 1977; THENCE SOUTH 5 DEGREES 26 MINUTES 15 SECONDS EAST, ALONG SAID PARALLEL LINE, 108.05 FEET; THENCE SOUTH 84 DEGREES 33 MINUTES 45 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.69 FEET TO A POINT ON A LINE 210.29 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH WELLS STREET; THENCE SOUTH 0 DEGREES 03 MINUTES 37 SECONDS EAST ALONG SAID PARALLEL LINE, 55.44 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 23 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 60.29 FEET TO A POINT ON A LINE 150.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH WELLS STREET; THENCE SOUTH 0 DEGREES 03 MINUTES 37 SECONDS EAST ALONG SAID PARALLEL LINE, 38.42 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 23 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 60.29 FEET TO A POINT ON A LINE 210.29 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH WELLS STREET; THENCE SOUTH 5 DEGREES 26 MINUTES 15 SECONDS EAST, ALONG SAID PARALLEL LINE, 81.85 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 45 SECONDS EAST, 210.29 FEET TO A POINT ON THE WEST LINE OF SOUTH WELLS STREET AFORESAID; THENCE NORTH 0 DEGREES 03 MINUTES 37 SECONDS WEST, ALONG THE WEST LINE OF SOUTH WELLS STREET AFORESAID, 285.80 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: 17-16-401-013-0000
(PART OF) 17-16-401-014-0000

ADDRESS OF PROPERTY: 880 SOUTH WELLS STREET
CHICAGO, ILLINOIS 60607

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EXHIBIT B

PARCEL F-2 LEGAL DESCRIPTION

THAT PART OF BLOCKS 85 AND 86 IN THE SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE FILLED OLD CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF BLOCK 86 AFORESAID, AND THE SOUTH LINE OF WEST POLK STREET, BEING ALSO THE NORTH LINE OF BLOCK 86, AFORESAID; THENCE NORTH 89 DEGREES 53 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF WEST POLK STREET 10.00 FEET TO A POINT ON THE WEST LINE OF SOUTH WELLS STREET (SAID WEST LINE BEING DRAWN 10.00 FEET WEST OF AND PARALLEL WITH THE AFOREMENTIONED EAST LINE OF BLOCK 86) SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT HEREINAFTER DESCRIBED; THENCE SOUTH 00 DEGREES 03 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SOUTH WELLS STREET AFORESAID, 796.63 FEET, TO A POINT ON THE NORTH LINE OF WEST TAYLOR STREET, BEING ALSO THE SOUTH LINE OF BLOCK 85, AFORESAID; THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID NORTH LINE OF WEST TAYLOR STREET, 303.53 FEET TO THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED BY ORDINANCE PASSED JULY 8, 1926; THENCE NORTH 5 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID, 302.84 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY FACE OF THE DOCK AS IT EXISTED PRIOR TO JULY 8, 1926; THENCE NORTH 17 DEGREES 31 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID 39.09 FEET; THENCE NORTH 04 DEGREES 27 MINUTES 27 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID, 459.60 FEET TO A POINT ON THE HERETOFORE MENTIONED SOUTH LINE OF WEST POLK STREET; THENCE SOUTH 89 DEGREES 53 MINUTES 33 SECONDS EAST ALONG THE SOUTH LINE OF WEST POLK STREET AFORESAID, 378.88 FEET TO THE HEREBOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

LESS AND EXCEPT

THE FOLLOWING DESCRIBED PARCEL: THAT PART OF BLOCKS 85 AND 86 IN THE SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE FILLED OLD CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF BLOCK 86 AFORESAID, AND THE SOUTH LINE OF WEST POLK STREET, BEING ALSO THE NORTH LINE OF BLOCK 86, AFORESAID, THENCE NORTH 89 DEGREES 53 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF WEST POLK STREET 10.00 FEET TO A POINT ON THE WEST LINE OF SOUTH WELLS STREET (SAID WEST LINE BEING DRAWN 10.00 FEET WEST OF AND PARALLEL WITH THE AFOREMENTIONED EAST LINE OF BLOCK 86) SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT HEREINAFTER DESCRIBED; THENCE SOUTH 0 DEGREES 03 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SOUTH WELLS STREET AFORESAID, 674.00 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS WEST, 315.078 FEET TO THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED BY ORDINANCE PASSED JULY 8, 1926; THENCE NORTH 5 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID, 179.644 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY FACE OF THE DOCK AS IT EXISTED PRIOR TO JULY 8, 1926; THENCE NORTH 17 DEGREES 31 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID, 39.09 FEET; THENCE

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NORTH 4 DEGREES 27 MINUTES 27 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID, 459.60 FEET TO A POINT ON THE HERETOFORE MENTIONED SOUTH LINE OF WEST POLK STREET; THENCE SOUTH 89 DEGREES 53 MINUTES 33 SECONDS EAST ALONG THE SOUTH LINE OF WEST POLK STREET AFORESAID, 378.88 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 17-16-401-003-0000

ADDRESS OF PROPERTY: 978 SOUTH WELLS STREET
CHICAGO, ILLINOIS 60607

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EXHIBIT C

PARCEL F-3 LEGAL DESCRIPTION

THAT PART OF BLOCKS 85 AND 86 IN THE SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH; RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF THE FILLED OLD CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF BLOCK 86 AFORESAID WITH THE SOUTH LINE OF WEST POLK STREET; THENCE NORTH 89 DEGREES 53 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF WEST POLK STREET, 10.00 FEET TO A POINT ON THE WEST LINE OF SOUTH WELLS STREET (SAID WEST LINE BEING DRAWN 10.00 FEET WEST OF AND PARALLEL WITH THE AFOREMENTIONED EAST LINE OF BLOCK 86); THENCE SOUTH 0 DEGREES 03 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SOUTH WELLS STREET AFORESAID, 388.20 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 23 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 199.78 FEET TO A POINT ON A LINE DRAWN 1.51 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE EASTERLY LINE OF A 20 FOOT PERMANENT ACCESS EASEMENT PER CIRCUIT COURT OF COOK COUNTY CASE NO. 76L 11684 ENTERED JULY 1, 1977; THENCE SOUTH 5 DEGREES 26 MINUTES 15 SECONDS EAST, ALONG SAID PARALLEL LINE, 108.05 FEET; THENCE SOUTH 84 DEGREES 33 MINUTES 45 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.68 FEET TO A POINT ON A LINE 210.29 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH WELLS STREET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE CONTINUING SOUTH 84 DEGREES 33 MINUTES 45 SECONDS WEST, ALONG SAID PERPENDICULAR LINE, 120.81 FEET TO A POINT ON THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED BY ORDINANCE PASSED JULY 8, 1926; THENCE SOUTH 5 DEGREES 26 MINUTES 15 SECONDS EAST, ALONG SAID EAST LINE, 164.974 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 45 SECONDS EAST, 104.79 FEET TO A POINT ON A LINE 210.29 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH WELLS STREET; THENCE NORTH 5 DEGREES 26 MINUTES 15 SECONDS WEST, ALONG SAID PARALLEL LINE, 81.85 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 23 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 60.29 FEET TO A POINT ON A LINE 150.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH WELLS STREET; THENCE NORTH 0 DEGREES 03 MINUTES 37 SECONDS WEST, ALONG SAID PARALLEL LINE, 38.42 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 23 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 60.29 FEET TO A POINT ON A LINE 210.29 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH WELLS STREET; THENCE NORTH 0 DEGREES 03 MINUTES 37 SECONDS WEST ALONG SAID PARALLEL LINE, 55.54 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: (PART OF) 17-16-401-014-0000

ADDRESS OF PROPERTY: 880 SOUTH WELLS STREET
CHICAGO, ILLINOIS 60607

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EXHIBIT D

PARCEL G LEGAL DESCRIPTION

A TRACT OF LAND, LYING EASTERLY OF AND ADJOINING THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID TRACT OF LAND COMPRISED OF PART OF THE ORIGINAL BED OF SAID SOUTH BRANCH OF THE CHICAGO RIVER (ABANDONED), TOGETHER WITH SUNDRY LOTS AND BLOCKS IN SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST TAYLOR STREET AND THE WEST LINE OF SOUTH WELLS STREET; THENCE SOUTH 01 DEGREES 40 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTH WELLS STREET, 188.00 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 55 SECONDS WEST, PERPENDICULAR TO THE LAST COURSE, 276.58 FEET TO A POINT ON THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER PER ORDINANCE PASSED JULY 8, 1926; THENCE NORTH 07 DEGREES 04 MINUTES 08 SECONDS WEST, ALONG SAID EAST LINE, 189.69 FEET TO THE SOUTH LINE OF SAID WEST TAYLOR STREET; THENCE NORTH 88 DEGREES 29 MINUTES 49 SECONDS EAST, ALONG SAID SOUTH LINE, 294.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: (PART OF) 17-16-416-004-0000

ADDRESS OF PROPERTY: 1000 SOUTH WELLS STREET
CHICAGO, ILLINOIS 60607

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EXHIBIT E

PARCEL H LEGAL DESCRIPTION

A TRACT OF LAND, LYING EASTERLY OF AND ADJOINING THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID TRACT OF LAND COMPRISED OF PART OF THE ORIGINAL BED OF SAID SOUTH BRANCH OF THE CHICAGO RIVER (ABANDONED), TOGETHER WITH SUNDRY LOTS AND BLOCKS IN SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST TAYLOR STREET AND THE WEST LINE OF SOUTH WELLS STREET; THENCE SOUTH 01 DEGREES 40 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTH WELLS STREET, 188.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 40 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTH WELLS STREET, 254.50 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 55 SECONDS WEST, PERPENDICULAR TO THE LAST COURSE, 252.52 FEET TO A POINT ON THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER PER ORDINANCE PASSED JULY 8, 1926; THENCE NORTH 07 DEGREES 04 MINUTES 08 SECONDS WEST, ALONG SAID EAST LINE, 255.63 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 55 SECONDS EAST, PERPENDICULAR TO THE WEST LINE OF SAID SOUTH WELLS STREET, 276.58 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PIN: (PART OF) 17-16-416-004-0000

ADDRESS OF PROPERTY: 1000 SOUTH WELLS STREET
CHICAGO, ILLINOIS 60657

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EXHIBIT F

PARCEL I LEGAL DESCRIPTION

A TRACT OF LAND, LYING EASTERLY OF AND ADJOINING THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID TRACT OF LAND COMPRISED OF PART OF THE ORIGINAL BED OF SAID SOUTH BRANCH OF THE CHICAGO RIVER (ABANDONED), TOGETHER WITH SUNDRY LOTS AND BLOCKS IN SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST TAYLOR STREET AND THE WEST LINE OF SOUTH WELLS STREET; THENCE SOUTH 01 DEGREES 40 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTH WELLS STREET, 442.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 40 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTH WELLS STREET, 254.50 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 55 SECONDS WEST, PERPENDICULAR TO THE LAST COURSE, 228.46 FEET TO A POINT ON THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER PER ORDINANCE PASSED JULY 8, 1926; THENCE NORTH 07 DEGREES 04 MINUTES 08 SECONDS WEST, ALONG SAID EAST LINE, 255.63 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 55 SECONDS EAST, PERPENDICULAR TO THE WEST LINE OF SAID SOUTH WELLS STREET, 252.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: (PART OF) 17-16-416-004-0000

ADDRESS OF PROPERTY: 1000 SOUTH WELLS STREET
CHICAGO, ILLINOIS 60607

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EXHIBIT G

PARCEL J LEGAL DESCRIPTION

A TRACT OF LAND, LYING EASTERLY OF AND ADJOINING THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID TRACT OF LAND COMPRISED OF PART OF THE ORIGINAL BED OF SAID SOUTH BRANCH OF THE CHICAGO RIVER (ABANDONED), TOGETHER WITH SUNDRY LOTS AND BLOCKS IN SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST TAYLOR STREET AND THE WEST LINE OF SOUTH WELLS STREET; THENCE SOUTH 01 DEGREES 40 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTH WELLS STREET, 697.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 40 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTH WELLS STREET, 179.89 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, SAID POINT ALSO BEING 800.96 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED; THENCE SOUTH 88 DEGREES 28 MINUTES 26 SECONDS WEST, ALONG SAID SOUTH LINE, 215.53 FEET TO A POINT BEING 1016.47 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER PER ORDINANCE PASSED JULY 8, 1925; THENCE NORTH 01 DEGREES 43 MINUTES 01 SECONDS WEST, ALONG SAID LAST DESCRIBED LINE, 42.95 FEET TO A POINT BEING 1016.56 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED; THENCE NORTH 07 DEGREES 04 MINUTES 08 SECONDS WEST, ALONG SAID EASTERLY BOUNDARY LINE, 137.02 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 15 SECONDS EAST, PERPENDICULAR TO THE WEST LINE OF SAID SOUTH WELLS STREET, 228.46 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: (PART OF) 17-16-416-004-0000

ADDRESS OF PROPERTY: 1000 SOUTH WELLS STREET
CHICAGO, ILLINOIS 60607