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Prepared by and after
recording return to:

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



Doc# 1935217107 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/18/2019 04:08 PM PG: 1 OF 15

AMENITIES EASEMENT AND USE AGREEMENT

THIS AMENITIES EASEMENT AND USE AGREEMENT (the "Agreement") is made as of this 4th day of October, 2019, by and between 1401 S. WABASH, LLC, a Delaware limited liability company (hereinafter referred to as "51E Owner") and 1415 S. WABASH, LLC, a Delaware limited liability company (hereinafter referred to as the "1419 Owner") (51E Owner and 1419 Owner shall each sometimes hereinafter be individually referred to as "Party" or, collectively, "Parties" or "Owner" or collectively, "Owners").

WITNESSETH

WHEREAS, 51E Owner is the holder of legal title to a certain parcel of land in the City of Chicago, County of Cook and State of Illinois which is legally described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "51E Parcel") upon which will be constructed a fifteen (15) story apartment building containing approximately one hundred ninety-nine (199) units (hereinafter referred to as the "51E Building"); and

WHEREAS, 1419 Owner is the holder of legal title to a certain parcel of land in the City of Chicago, County of Cook and State of Illinois which is legally described on Exhibit B attached hereto and made a part hereof (hereinafter referred to as "1419 Parcel") upon which will be constructed a ten (10) story apartment building containing approximately sixty-two (62) units (hereinafter referred to as the "1419 Building"); the 51E Parcel and the 1419 Parcel are hereinafter referred to individually as a "Parcel" and collectively as the "Parcels" and the 51E Building and the 1419 Building are hereinafter referred to individually as a "Building" and collectively as the "Buildings"; and

WHEREAS, the Parties hereto desire to impose certain easement rights upon the Parcels and to establish certain covenants, conditions and restrictions with respect to shared amenities for said Parcels, for the mutual benefit of the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth below;

S ✓
P 15
S —
M —
SC ✓
E —
INT JA

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the Parties hereto, on behalf of themselves and their respective successors and assigns, tenant(s) or occupant(s), and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s) (collectively "**Permittees**"), covenant and agree as follows:

Section 1. Grant of Easements.

(a) **Amenities.** The Parties hereby acknowledge that both Parcels are served by common recreational facilities, common and community areas and rooms and other amenities, as listed on Exhibit C (the "**Amenities**"). 51E Owner hereby grants to 1419 Owner an easement over so much of the 51E Parcel as may be reasonably required to permit 1419 Owner to connect to and utilize the Amenities and to access same for repair and/or maintenance in the event 51E Owner fails to do so, as set forth herein.

(b) **General Provisions:**

(i) **Maintenance Standards.** All installation, construction, service, maintenance, repair and replacement performed pursuant to this Agreement shall be carried out in full compliance with the current applicable law and governmental regulations applicable thereto. The Owner performing such work shall cause all affected areas to be properly and fully restored in a prompt manner (subject to events of Force Majeure) to a condition substantially similar to that which existed prior to the performance of such work.

(ii) **Legal Compliance.** Each Owner shall cause its Parcel(s) to comply with all current applicable requirements of law and governmental regulations applicable thereto; provided, however, that an Owner may contest any such law or regulation, so long as such contest would not create any material danger of a loss of title to, or impairment in any way of the use of any other Parcel(s) or any easement granted herein.

(iii) **Casualty.** If the Amenities or any portion thereof are damaged by casualty, any such damage shall be repaired and restored by 51E Owner and 51E Owner shall reconstruct, repair, replace and restore such Amenities as close to the condition existing immediately prior to such casualty as commercially practicable, and in as timely a manner as practicable under the circumstances. Notwithstanding anything to the contrary herein, the terms of any loan secured by any Amenities damaged by casualty shall supersede any obligation of 51E Owner to reconstruct, repair, replace and restore such Amenities.

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(iv) **Rules and Regulations.** 51E Owner shall have the right to publish reasonable non-discriminatory rules and regulations regarding access to and use of the Amenities ("**Rules and Regulations**"), subject to the reasonable approval of 1419 Owner. Owners shall comply with all of the reasonable non-discriminatory rules and regulations as adopted in writing from time to time by 51E Owner, to the extent uniformly enforced by 51E Owner and which 51E Owner has provided to 1419 Owner in writing.

Section 2. Payment Obligations.

(a) **Responsibility.** 51E Owner shall be responsible for the payment of charges for the Amenities, including but not limited to building interior repairs, gym towels, gym wipes, common area repairs, landscape maintenance, music/tv/video services, patrol/courtesy officer, pest control, prospect refreshments, resident activities, copy machine usage fees and toner, office supplies, music/tv/video licensing, capital expenditures for furniture, fixtures and equipment and landscaping replacements (collectively the "**Common Expenses**"), subject to the obligation of 1419 Owner to reimburse its proportionate share of all Common Expenses, which the purposes of this Section 2 shall be a percentage the numerator of which is the number of residential units in the 1419 Building and the denominator of which is the total number of residential units in both Buildings; provided that, notwithstanding the foregoing, the amount to be reimbursed by 1419 Owner for the patrol/courtesy officer shall be one and one-half percent (1.5%) of the amount payable by 51E Owner under its security contract for the 51E Parcel and Building overall. In addition, 1419 Owner shall pay 51E Owner a management fee monthly in an amount equal to twenty percent (20%) of the total of the Common Expenses for such month.

(b) **Failure to Pay.** If 1419 Owner does not pay any statement or invoice for any Common Expenses when due, 1419 Owner may, at its option, pay such Common Expenses, subject to the obligation of 51E Owner to reimburse same (less 1419 Owner's proportionate share thereof) and any and all additional costs incurred by 1419 Owner in connection therewith.

(c) **Annual Budget.** On or before December 1 of each calendar year, 51E Owner shall cause to be prepared a detailed proposed budget for the Common Expenses for the ensuing calendar year. Such budget shall take into account the estimated annual Common Expenses and cash requirements for the year. On or before December 15 of each year, 51E Owner shall notify 1419 Owner in writing as to the proposed annual budget, with reasonable itemization thereof, and containing 1419 Owner's anticipated share thereof. On or before January 1 of the ensuing calendar year, and on the first day of each and every month of such year thereafter, 1419 Owner shall pay to 51E Owner one-twelfth (1/12) of 1419 Owner's proportionate share of the Common Expenses for each year as shown by the annual budget. Any payment of less than the full amount of all assessments and other charges which are due from a 1419 Owner in any given month or any payment which is made later than the fifteenth (15th) day of the month for which such payment is due shall cause 1419 Owner to be subject to a late charge of ten percent (10%) of the amount due for that month, which shall be added to and deemed a part of 1419 Owner's proportionate share of Common Expenses. On or before April 1 of each calendar year, 51E Owner shall supply to 1419 Owner an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided and showing the net amount over or short of the actual Common Expenses, plus reserves. Any overage shall be credit to the installments due

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under the current year's estimate in the six (6) months after rendering of the accounting. Any net shortage shall be applied as an increase to the installments due under the current year's estimate in the six (6) months after rendering of the accounting. The budget to be prepared and adopted in accordance with this Section 2 shall be based upon and shall be adjusted from time to time to reflect, the actual Common Expenses incurred by 51E Owner (together with a reasonable amount considered by 51E Owner to be necessary for adequate reserves as provided above

Section 3. Reimbursements.

(a) If any reimbursement due hereunder is not timely made by an Owner in accordance herewith, interest shall accrue on all sums due at the lesser of either the prime rate (as printed in *The Wall Street Journal*) in effect on the due date of the payment, or eight percent (8%) per annum until paid. In the event an Owner hereto must engage the services of an attorney or other professional in order to collect any sums due, the non-performing Owner shall be liable for reimbursement of all reasonable attorneys' fees, court costs and other professional fees incurred, whether or not legal proceedings are commenced. Any and all reimbursement obligations of an Owner herein may be secured by a lien on such Owner's Parcel(s). Any such lien may be evidenced by the recording of a notice of lien by the other Owner, which shall constitute a lien in favor of such Owner on the interest of the defaulting Owner and which may be foreclosed with all of the rights and remedies afforded by the laws of the State of Illinois to secured creditors in such proceedings, subject to the rights of mortgagees. Notwithstanding the foregoing or anything to the contrary contained elsewhere in this Agreement, upon either Parcel being submitted to the terms and conditions of the *Illinois Condominium Property Act*, any and all liens securing reimbursement obligations of an Owner shall be subordinate to any mortgage recorded against any residential condominium unit within said Parcel, notwithstanding that such lien may have been recorded prior to such mortgage.

Section 4. Miscellaneous.

(a) **Binding Effect.** All easements and rights described herein are easements and rights running with the land, perpetually in full force and effect and at all times shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns and any owner, purchaser, mortgagee and the tenants, sub-tenants, licensees, concessionaires, mortgages in possession, customers and business invitees of such parties or any other person having interest in the either Parcel or any part or portion thereof.

(b) **Successors.** Each subsequent Owner of a Parcel, or part thereof, shall by reason of such ownership automatically accept the duties and obligations under this Agreement for such Parcel to be undertaken and assumed by the Owner of such Parcel and shall be subject to the restrictions and entitled to the easements and rights afforded under this Agreement for such Parcel.

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(c) **Third Party Beneficiaries.** The easements, benefits and rights granted in this Agreement shall extend to, and may be enjoyed by the tenants, occupants, customers, employees, agents and business invitees of any Owner, but they are not intended, nor shall they be construed as, creating any rights in, or for the benefit of the general public, nor shall they affect or benefit any real property other than the Parcels. The easements, license, benefits and rights granted in this Agreement may not be transferred or assigned separate from a sale, lease or other disposition of all or any part of a Parcel.

(d) **Injunctive Relief.** If a defaulting Owner, or any party claiming by, through or under a defaulting Owner (including, without limitation, any ground lessee or occupant of a Parcel), shall breach any obligation of, or violate any provision of, this Agreement, the affected Party shall be entitled to obtain an order specifically enforcing the performance of that obligation or an injunction prohibiting that breach or violation.

(e) **Delay.** No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Owner of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement (i) no remedy provided in this Agreement shall be exclusive, but each shall be cumulative with all other remedies provided in this Agreement; and (ii) all remedies at law or in equity shall be available.

(f) **No Termination.** No breach of the provisions of this Agreement shall entitle any Owner or party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value covering any part of a Parcel, and any improvements thereon.

(g) **Force Majeure.** Except as specifically stated herein, if the performance by any Owner of any of its obligations hereunder is delayed by reason of the act or neglect of another Owner, act of God, extraordinary weather conditions, strike, labor dispute, boycott, governmental restrictions, riot, insurrection, war, catastrophe or act of the public enemy or terrorists or any act over which the party obligated to perform such obligation has no control (herein, "**Force Majeure**") (provided, however, that such Owner has taken reasonable steps to mitigate such circumstances), the period for the completion of such obligation shall be extended for one day for each day of delay caused by an event of Force Majeure. Notwithstanding the foregoing, events of Force Majeure shall not excuse or delay the obligation of any Owner to pay or reimburse the other Owner for funds expended or work performed by the other Owner as and when such payment or reimbursement is due pursuant to the provisions of this Agreement.

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(h) **Rule Against Perpetuities.** This Agreement and the easements, rights, restrictions, obligations and liabilities created hereby shall be perpetual to the extent permitted by law, except to the extent otherwise expressly provided herein. If this perpetual term is held to violate any rule against perpetuities or similar rule or law, the term hereof shall be deemed to be valid only until 21 years after the death of all current and former Presidents of the United States who are living on the date of this Agreement.

(i) **Subordination.** Any mortgage or deed of trust affecting any portion of a Parcel shall at all times be subject and subordinate to the terms of this Agreement (excluding the terms that give rise to the creation of lien rights as such rights shall remain subordinate to such mortgage or deed of trust), except to the extent expressly otherwise provided for herein, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Agreement.

(j) **Estoppel.** Each Owner (a "**Responding Owner**") shall at any time upon twenty (20) days prior written notice from another Owner ("**Requesting Owner**") execute, acknowledge and deliver to the Requesting Owner a statement in writing: (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect), and (ii) acknowledging that there are not, to the Responding Owner's knowledge, any uncured defaults on the part of the Requesting Owner, or specifying such defaults if any are claimed; and (iii) responding to such other reasonable information pertaining to this Agreement as the Requesting Owner may reasonably request. Failure to deliver such statement within such time may be declared by the Requesting Owner to be a default of this Agreement.

(k) **Transferees.** Except as otherwise provided for herein, every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by either party to this Agreement is made by such party not only personally for the benefit of the other party hereto, but also as Owner of a Parcel and shall constitute equitable servitudes on the Parcel owned by such party appurtenant to and for the benefit of the other Parcels. Any transferee of a Parcel shall automatically be deemed, by acceptance of the title to the Parcel, to have assumed all obligations of this Agreement relating thereto and to have agreed with the then Owner or Owners of all other portions of the other Parcels to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement, but no such transferee shall have or incur any liability for the acts or omissions of its predecessor-in-interest (unless and to the extent successor liability is otherwise provided by law). The transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the portion of the Parcel so conveyed that remain unsatisfied.

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(l) **No Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of any Parcel to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

(m) **Severability.** If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(n) **Governing Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Illinois and venue for any proceeding had under this Agreement shall lie within Cook County, Illinois or in the federal district court of the 7th Circuit of Illinois.

(o) **Headings.** The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an Exhibit in this Agreement shall be deemed to incorporate by reference that Exhibit into this Agreement such that it is an integral part of this Agreement.

(p) **No Joint Venture.** Nothing in this Agreement shall be construed to make Owners partners or joint venturers or render Owners of the Parcels liable for the debts or obligations of each other.

(q) **Amendments.** This Agreement may be amended or modified at any time, and from time to time, by an agreement in writing, executed and acknowledged by all Owners then holding legal title to all of the Parcels in the aggregate. Except as otherwise expressly provided in this Agreement, this Agreement shall not be otherwise amended, modified or terminated during the term hereof.

(r) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

Section 5. Notices.

All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or two (2) days after deposit in the U.S. mail if sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

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(a) If to 51E Owner:

1401 S. Wabash, LLC
225 West Ohio Street
6th Floor
Chicago, IL 60654

(b) If to 1419 Owner:

1415 S. Wabash, LLC
225 West Ohio Street
6th Floor
Chicago, IL 60654

Either Party may change the name of the person or address to which notices and other communications are to be given by so notifying the other party.

Section 6. Liability and Indemnification.

(a) **Liability; Indemnification.** Each Owner shall indemnify, defend (at the other Owner's option) and hold the other Owner, tenant and occupant of the other Parcel (and their respective officers, directors, employees, customers, invitees, guests, and agents) harmless (except for loss or damage resulting from the negligent or willful acts or omissions of such other Owners or their agents, contractors, subcontractors, employees, or licensees) from and against any and all damages, losses, costs, liabilities, actions, liens, claims, and expenses (including attorneys' fees in a reasonable amount) in connection with the loss of life, personal injury and/or damage to property (i) arising from or out of any occurrence in or upon such indemnifying Owner's Parcel, or (ii) occasioned wholly or in part and proximately caused by any act or omission of such indemnifying Owner, or its agents, occupants, tenants, contractors, subcontractors, employees, or licensees (whether occurring on the Parcel of the indemnifying Owner, or on the other Parcel). No Owner shall cause or allow a lien or lien claim of any type, whether for work performed, materials provided or otherwise, to be filed or recorded against the Parcel of another Owner as a result of any work performed or action undertaken on behalf of the former. Any Owner causing or allowing a lien or lien claim to be filed or recorded against the Parcel of another Owner shall indemnify, defend (at the other Owner's election) and hold harmless such other Owner from any liability, cost and expense (including reasonable attorney's fees and court costs) incurred by such other Owner as a result of such lien or lien claim, and shall further cause such lien or lien claim to be released and waived of record or insured over by a title company acceptable to the affected Parcel Owner within thirty (30) days following the affected Parcel Owners written request therefor.

(b) **Insurance.**

(i) Each Owner shall maintain, or cause to be maintained, comprehensive general liability insurance against claims of loss of life, bodily injury or property damage

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that may arise from, or be occasioned by, the condition of, use by or occupancy of such Owner's Parcel, and/or the buildings or other improvements constructed thereon, by such Owner or such Owner's employees, agents, contractors, tenants, licensees, customers or invitees or by the occupants of such Owner's Parcel. Such insurance: (i) shall have a combined single limit amount of not less than Two Million Dollars (\$2,000,000.00) (or such greater amount as a majority of Owners may from time to time agree upon in writing) with respect to all claims for bodily injury or death and for property damage; (ii) shall name each of the other Owners as an additional insured and certificate holder, and shall provide that an act or omission on one of the insureds or additional insureds which would void or otherwise reduce coverage shall not reduce or void coverage as to the other named insureds; (iii) shall include a specific endorsement covering said Owner's agreement to indemnify as set out in this Section 6; and (iv) shall state that it is primary insurance as to an Owner's Parcel and to the Parcels of the other Owners (to the extent of the negligent acts on such other Parcels of such Owner and its tenants, occupants, contractors and subcontractors).

(ii) The insurance described hereinabove shall be issued by an insurance company or by insurance companies having an A.M. Best Company rating of A-VII or better, qualified to transact business in the State of Illinois and in good standing in Illinois; may be carried under a "blanket" policy or policies covering other properties of an Owner and its subsidiaries, controlling or affiliated corporations; and shall not be cancelable or subject to amendment without at least ten (10) days prior written notice to all certificate holders.

(iii) Each Owner shall, upon written request from another Owner, furnish to the Owner making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section 6.

Section 7. Termination of Easements.

The occurrence of any of the following events shall terminate any of the Easements:

- (a) the written agreement of the Parties to terminate any such Easement;
- (b) abandonment of any easement;
- (c) the permanent removal of any Amenities to which this Agreement applies with the consent of both Owners; or
- (d) the total destruction of either of the Buildings contemplated by this Agreement and the failure of the affected Owner to commence reconstruction of such building within one (1) year following such destruction.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

51E OWNER:

1401 S. WABASH, LLC, a Delaware limited liability company

By: **1401 MANAGER, LLC**, a Delaware limited liability company, its Manager

By: **CMK HOLDINGS (DELAWARE), LLC**, a Delaware limited liability company, its Manager

By: **CMK INVESTMENT CORPORATION**, a Delaware corporation, its Manager

By: _____
Name: Colin m Kihnke
Title: President

1419 OWNER:

1415 S. WABASH, LLC, a Delaware limited liability company

By: **1415 MANAGER, LLC**, a Delaware limited liability company, its Manager

By: **CMK HOLDINGS (DELAWARE), LLC**, a Delaware limited liability company, its Manager

By: **CMK INVESTMENT CORPORATION**, a Delaware corporation, its Manager

By: _____
Name: Colin m Kihnke
Title: President

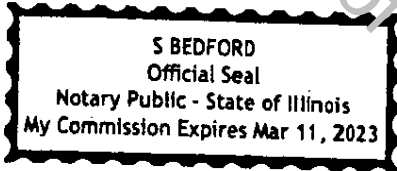
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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT: Colin M Kihnke, President of **CMK Investment Corporation**, a Delaware corporation, Manager of **CMK Holdings (Delaware), LLC**, a Delaware limited liability company, Manager of **1415 Manager, LLC**, a Delaware limited liability company, Manager of **1401 S. WABASH, LLC**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as having executed the same, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the purposes therein set forth.

Given under my hand and Notarial Seal this 4 day of October, 2019.

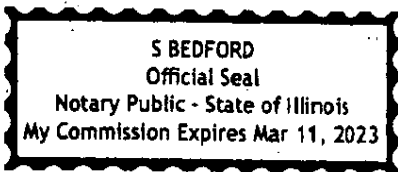


S Bedford
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT: Colin M Kihnke, President of **CMK Investment Corporation**, a Delaware corporation, Manager of **CMK Holdings (Delaware), LLC**, a Delaware limited liability company, Manager of **1415 Manager, LLC**, a Delaware limited liability company, Manager of **1415 S. WABASH, LLC**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as having executed the same, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the purposes therein set forth.

Given under my hand and Notarial Seal this 4 day of October, 2019.



S Bedford
Notary Public

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CONSENT OF MORTGAGEE

ASSOCIATED BANK, NATIONAL ASSOCIATION ("Lender"), as mortgagee under that certain mortgage and related financing statements (collectively, the "Mortgage"), encumbering the Parcels legally described herein, does hereby consent to the execution, delivery and recording of the Easement and Operating Agreement, subject to the lien of the Mortgage.

The relationship between Lender and Owners is that of lender and borrower only and neither party is, nor shall it hold itself out to be, the agent, employee, joint venturer or partner of the other party. The consent granted herein is expressly limited to the matters described herein and shall not be deemed a consent to or as a waiver of any other conditions or requirements in the Mortgage or in the other loan documents executed in connection therewith.

IN WITNESS WHEREOF, Lender has caused this instrument to be signed by its duly authorized officers on its behalf on this 12th day of ~~October~~, 2019.
December

ASSOCIATED BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Elizabeth K. Horian
Title: SVP

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT: Elizabeth Horian, SVP of Associated Bank NA, Lender under the foregoing Consent, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as having executed the same, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of ~~October~~, 2019.
December

[Signature]
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF 51E PARCEL

LOTS 9 AND 10 AND LOT 11 (EXCEPT THE SOUTH 20 FEET THEREOF) IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

LOTS 5, 6, 7 AND 8 IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 17-22-107-058-0000 (PART OF)
17-22-107-001-0000

ADDRESS: 1401 SOUTH WABASH STREET, CHICAGO, ILLINOIS 60605

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EXHIBIT B

LEGAL DESCRIPTION OF 1419 PARCEL

THE SOUTH 20 FEET OF LOT 11 AND ALL OF LOT 12 IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 17-22-107-058-0000 (PART OF)

ADDRESS: 1419 SOUTH WABASH STREET, CHICAGO, ILLINOIS 60605

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EXHIBIT C

AMENITIES

Amenity	Location
Leasing Offices	51E Parcel Lobby
Open Seating Area	51E Parcel Lobby
Fitness Room	51E Parcel Lobby
Lounge and Kitchen	51E Parcel Third Floor
Outdoor Terrace	Third Floor
Party Room	51E Parcel Rooftop
Party Room Terrace	51E Parcel Rooftop
Dog Run	51E Parcel Rooftop
Dog Spa	51E Parcel Rooftop

Property of Cook County Clerk's Office