

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713



\*2033901193\*

Doc# 2033901193 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/04/2020 03:46 PM PG: 1 OF 7

The property identified as: PIN: 17-10-318-080-0000

Address:

Street: 363 East Wacker Drive

Street line 2:

City: Chicago

State: IL

ZIP Code: 60601

Lender: Wanda Chicago Real Estate, LLC

Borrower: Parcel C Manager LLC

Loan / Mortgage Amount: \$103,500,001.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

S Y  
P 74  
S N  
R Y  
S Y  
I Y  
INT W

Certificate number: CE3B898F-9A47-452A-8265-20DBE7337D68

Execution date: 11/24/2020

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This Instrument Prepared by

And After Recording Return to:

Reed Smith LLP  
10 South Wacker Drive  
Chicago, Illinois 60606-7507  
Attention: Joel R. Schaider

PIN: Part of 17-10-318-080-0000

Common Address: 363 East Wacker Drive, Chicago, Illinois

## **MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING**

This Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing (this "**Mortgage**") is executed as of November 24, 2020, by **PARCEL C MANAGER LLC**, a Delaware limited liability company ("**Mortgagor**"), whose address for notice hereunder is 225 North Columbus Drive, Suite 100, Chicago, Illinois 60601, for the benefit of **WANDA CHICAGO REAL ESTATE, LLC**, a Delaware limited liability company ("**Mortgagee**"), whose address is 200 E. Randolph St, Suite 5100, Chicago, Illinois 60601.

Mortgagee acknowledges the existence of certain senior debt on the Project (defined below) pursuant to the Intercreditor Agreement (defined below). To the extent this Mortgage conflicts with the Intercreditor Agreement, the Intercreditor Agreement shall control.

### **ARTICLE 1** **DEFINITIONS**

Section 1.1 **Definitions**. As used herein, the following terms shall have the following meanings:

"**Cash Management Agreement**" shall mean that certain Cash Management Agreement and Agreement to Construct, dated as of the date hereof by and among Mortgagor, Mortgagee, JPMorgan Chase Bank, N.A. and West Street Strategic Solutions Fund I, L.P.

"**First Tranche Note**" means that certain First Tranche Subordinated Promissory Note of even date by and among Mortgagor and Magellan Parcel C/D LLC, as borrower ("**Mortgagor and Magellan Parcel C/D LLC** are collectively referred to as "**Borrower**"), and Mortgagee, as lender,

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in the original principal amount of ONE HUNDRED THREE MILLION FIVE HUNDRED THOUSAND AND ONE DOLLARS (\$103,500,001.00).

**“Intercreditor Agreement”** means the Intercreditor Agreement, dated as of the date hereof by and among Mortgagee, JPMorgan Chase Bank, N.A., and West Street Strategic Solutions Fund I, L.P.

**“Lien”** means any interest, or claim thereof, in the Mortgaged Property securing an obligation owed to, or a claim by, any Person other than the owner of the Mortgaged Property, whether such interest is based on common law, statute or contract, including the lien or security interest arising from a deed of trust, mortgage, deed to secure debt, assignment, encumbrance, pledge, hypothecation, preference, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term “Lien” shall include reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting the Mortgaged Property.

**“Loan”** means the loan to be made by Mortgagee to Borrower under the Notes and all other amounts evidenced or secured by the Related Documents, in the original principal amount of TWO HUNDRED THREE MILLION FIVE HUNDRED THOUSAND AND ONE DOLLARS (\$203,500,001.00).

**“Loss Proceeds”** means amounts, awards or payments payable to Mortgagor or Mortgagee in respect of all or any portion of the Mortgaged Property in connection with a casualty or condemnation thereof (after the deduction therefrom and payment to Mortgagor and Mortgagee, respectively, of any and all reasonable out-of-pocket expenses incurred by Mortgagor and Mortgagee in the recovery thereof, including all reasonable attorneys' fees and disbursements, the fees of insurance experts and adjusters and the costs incurred in any litigation or arbitration with respect to such casualty or condemnation).

**“Mortgaged Property”** means all estate, right, title, interest, claim and demand whatsoever which Mortgagor now has or hereafter acquires, either in law or in equity, in possession or expectancy, of, in and to (1) (a) the condominium units described in Exhibit A-1 attached hereto and made a part hereof, and all common elements and limited common elements appurtenant thereto, and any and all rights appurtenant thereto under and pursuant to the Condominium Declaration (including, without limitation, any and all rights to vote in connection with membership in the Association) (each a **“Collateral Condominium Unit”**) and (b) the real property described in Exhibit A-3 attached hereto and made a part hereof (the **“Non-Condominium Property”**), and (a) and (b) collectively, the **“Real Estate”**, as same may be replaced or substituted as set forth in this Mortgage), including (2) all structures and other improvements, now or at any time situated, placed or constructed upon the Real Estate (the **“Improvements”**), (3) all materials, supplies, appliances, equipment (as such term is defined in the UCC), apparatus and other items of personal property now or hereafter attached to, installed in or used in connection with any of the Improvements or the Real Estate, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the **“Fixtures”**), (4) all other personal property of any kind or character, now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Improvements or which may be used in or relating to the planning, development, financing or operation of the

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Mortgaged Property, including furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, licenses, rights of Mortgagor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by Mortgagor with any governmental authorities, boards, corporations, providers of utility services, public or private, including all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, and commercial tort claims arising from the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the “**Personalty**”), (5) intentionally omitted, (6) subject to the rights of the Replacement Financing Lenders pursuant to the terms of the Intercreditor Agreement, all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the “**Plans**”), (7) all leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant a possessory interest in, or the right to use, all or any part of the Mortgaged Property together with all related security and other deposits (the “**Leases**”), (8) subject to the rights of Replacement Financing Lenders pursuant to the Cash Management Agreement, all of the rents, revenues, income, proceeds, profits, security and other types of deposits, lease cancellation payments and other benefits paid or payable by parties to the Leases other than Mortgagor for using, leasing, licensing, possessing, operating from, residing in, selling, terminating the occupancy of or otherwise enjoying the Mortgaged Property (the “**Rents**”), (9) subject to the rights of the Replacement Financing Lenders pursuant to the terms of the Intercreditor Agreement, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation or maintenance of the Mortgaged Property (the “**Permits**”), (10) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Mortgagor or any part thereof, (11) all present and future accessories, additions, attachments, replacements and substitutions of, for or to any of the foregoing and all proceeds and products thereof, (12) all insurance policies (regardless of whether required by Mortgagee), unearned premiums therefor and proceeds from such policies covering any of the Mortgaged Property now or hereafter acquired by Mortgagor, (13) all air and development rights, if any, now or hereafter acquired and relating to all or any part of the Non-Condominium Property, and (14) any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Real Estate, Improvements, Fixtures or Personalty. As used in this Mortgage, the term “Mortgaged Property” shall mean all or, where the context permits or requires, any portion of the above or any interest therein, wherever located.

“**Notes**” means collectively, that certain First Tranche Note, and that certain Second Tranche Note, and any and all amendments, modifications, restatements, extensions, renewals and replacements of the foregoing.

“**Obligations**” means, collectively, all (1) principal, interest and other amounts due under or secured by the Related Documents, (2) principal, interest and other amounts which may hereafter be loaned by Mortgagee, its successors or assigns, to or for the benefit of the owner of the Mortgaged Property, when evidenced by a promissory note or other instrument which, by its terms, is secured hereby, (3) other indebtedness, obligations and liabilities now or hereafter existing of any kind of Mortgagor to Mortgagee under documents which recite that they are intended to be secured by this Mortgage, and (4) covenants, agreements, conditions, warranties,

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representations and other obligations made or undertaken by Mortgagor to Mortgagee under the Related Documents.

“**Person**” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

“**Related Documents**” means collectively, the Notes and this Mortgage.

“**Second Tranche Note**” means that certain Second Tranche Subordinated Promissory Note of even date by and among Borrower, as borrower, and Mortgagee, as lender, in the original principal amount of ONE HUNDRED MILLION AND NO/100 DOLLARS (\$100,000,000.00).

“**Subordination Agreement**” means the Subordination Agreement among Mortgagee, Mortgagor, Magellan Parcel C/D LLC, Magellan Project Services LLC, Magellan Marketing Group LLC, Magellan Development LLC and bKL Architecture LLC.

“**Transfer**” means any sale (including any installment sale), conveyance, assignment, mortgage, pledge, lease (including any ground lease), encumbrance, alienation or grant of Lien on, grant of any option with respect to or grant of any other interest in the Mortgaged Property, any part thereof or any interest therein (including any legal, beneficial or economic interest in Mortgagor and any rights in or restricting the use or development of the Mortgaged Property), directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record.

“**UCC**” means the Uniform Commercial Code as enacted and in effect in the state where the Real Estate is located (and as it may from time to time be amended); provided that, to the extent that the UCC is used to define any term herein or in any other Related Document and such term is defined differently in different Articles or Divisions of the UCC, the definition of such term contained in Article or Division 9 shall govern; provided further, however, that if, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, any security interest herein granted is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the state where the Real Estate is located, the term “UCC” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for the purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

All other capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Notes, or, if not defined therein, in the Membership Interest Purchase Agreement (as such term is defined in Article 8 hereof).

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## ARTICLE 2

### GRANT

Section 2.1 **Grant**. To secure the full and timely payment and performance of the Obligations, Mortgagor MORTGAGES, GRANTS, BARGAINS, SELLS and CONVEYS to Mortgagee the Mortgaged Property, TO HAVE AND TO HOLD, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee.

## ARTICLE 3

### WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor warrants, represents and covenants to Mortgagee as follows:

Section 3.1 **Cooperation**. Where any of the Mortgaged Property is in the possession of a third party, Mortgagor will join with Mortgagee in notifying the third party of Mortgagee's security interest and obtaining an acknowledgment from the third party that it is holding such Mortgaged Property for the benefit of Mortgagee, provided that, notwithstanding the foregoing, separate notice to any tenants of the Mortgaged Property shall not be required so long as such tenants' lease include standard subordination and mortgagee attornment provisions.

Section 3.2 **Payment and Performance**. Mortgagor shall pay and perform the Obligations when due under the Related Documents.

Section 3.3 **Taxes, Insurance and Condominium Assessment Fees Escrow**.

(a) Subject to the terms and conditions of Section 3.3(b) below, Mortgagor shall pay to Mortgagee, in addition to the payments under the Notes and concurrently therewith in a single payment monthly until the Notes are paid in full, a sum equal to annual real estate taxes and assessments and premiums for insurance required hereunder, and all condominium assessments less all sums previously paid therefor, divided by the number of full calendar months to elapse before the date which is one (1) month prior to the date when such taxes and insurance premiums and fees will become due. In addition, each month Mortgagee shall pay Mortgagor an amount equal to the anticipated monthly assessment. Such sums shall be held by Mortgagee for payment of such taxes and assessments, insurance premiums and condominium assessments as and when due. Mortgagee shall have the right to commingle and hold such sums with its general funds, and no interest shall accrue thereon in favor of the Mortgagor. Mortgagee may revise its estimates from time to time. Mortgagee may request amounts so that at no time will Mortgagee be holding less than six (6) months of anticipated real estate taxes and assessment, premium for insurance required hereunder and all condominium assessments.

(b) Mortgagee shall have the right to make any and all payments notwithstanding that at the time any such tax or assessment is then being protesting or contested by Mortgagor, unless Mortgagor shall have notified Mortgagee in writing of such protest or

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assessment not less than thirty (30) days prior to the due date, in which event Mortgagee shall make such payment under protest in the manner prescribed by Mortgagor. If such protest or contest shall or might result in a penalty or other charges, Mortgagor shall deposit with Mortgagee monthly the pro-rata amount of such penalty or additional charge. If, upon receipt by Mortgagee of any funds or impositions of other charges relating to the Mortgaged Property, Mortgagor is not in default hereunder, then Mortgagee shall promptly pay such refund to Mortgagor; if Mortgagor is in default hereunder beyond any applicable grace period, Mortgagee shall have the right to apply such refund to reduce the indebtedness secured hereby.

(c) If a Collateral Condominium Unit or any other part of the Mortgaged Property is purchased by Mortgagee at foreclosure sale or is otherwise acquired by Mortgagee after an Event of Default, the remaining balance, if any, of the funds deposited with Mortgagee pursuant to Section 3.3(a) above shall continue to be applied, subject to the security interest hereunder, first to Mortgagee's unreimbursed costs and expenses in such purchase or acquisition, then to reduce the indebtedness secured by this Mortgage, and the balance, if any, shall be paid to Mortgagor, subject to the order of the court having jurisdiction in such proceeding.

Section 3.4 **Replacement of Fixtures and Personality.** Mortgagor shall not incorporate into the Mortgaged Property any item of Personality, Fixtures or other property that is not owned by Mortgagor free and clear of all liens or security interests except a) the liens and security interests in favor of Mortgagee created by the Related Documents or as expressly permitted in the Related Documents or b) rental furniture such as chairs, tables, beds and couches.

Section 3.5 **Mortgagee Approval of Restrictions.** Mortgagor shall not, without the prior consent of Mortgagee, not to be unreasonably withheld, delayed or conditioned, consent to any public restriction (including any zoning ordinance) or private restriction as to the use of the Mortgaged Property, except as expressly permitted in the Related Documents. Mortgagee consents to the recording of Wanda Restrictive Covenant, to be recorded prior to this Mortgage, the REA and Condominium Declaration and acknowledges the permitted exceptions listed on Exhibit A-2.

Section 3.6 **Other Covenants.** Mortgagor shall maintain the Mortgaged Property in good repair, working order and condition and will maintain and operate the Mortgaged Property in compliance with all applicable laws, the Condominium Declaration, the REA and all applicable rules and regulations and documents of record. All of the covenants in the Related Documents, Subordination Agreement, and Wanda Restrictive Covenant are incorporated herein by reference, including without limitation, the interest rate, maturity date, and payment obligations, and this Mortgage shall be interpreted in light thereof. Without the prior written consent of Mortgagee in Mortgagee's sole discretion, no Transfer shall occur other than those permitted under the Note. Pursuant to Section 3.5, Mortgagee has consented to the REA and Condominium Declaration.

Section 3.7 **Condemnation Awards and Insurance Proceeds.** Mortgagor assigns to Mortgagee all awards and compensation for any condemnation or other taking, or any purchase in lieu thereof, and all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property. So long as there is no Event of Default occurring under the Related Documents after all applicable notice and cure periods have expired, any Loss Proceeds shall be made available to Mortgagor for the restoration and repair of the Mortgaged Property. If an Event

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of Default has occurred and is continuing, at the option of Mortgagee, such Loss Proceeds may be applied by Mortgagee to the payment of amounts owing under the Related Documents. If Mortgagee makes the Loss Proceeds from a casualty available to Mortgagor, Mortgagor shall promptly commence and diligently pursue to completion restoration of the Mortgaged Property such that, after restoration, the Mortgaged Property will be in compliance with and permitted under all applicable zoning, building and land use laws, rules, regulations and ordinances.

Section 3.8 **Condemnation**. Mortgagor shall promptly notify Mortgagee of the institution of any proceeding for the condemnation or other taking of the Mortgaged Property or any portion thereof. Mortgagee may participate in any such proceeding and Mortgagor will deliver to Mortgagee all instruments reasonably necessary or required by Mortgagee to permit such participation. Without Mortgagee's prior consent, which shall not be unreasonably, withheld, delayed or conditioned, Mortgagor (1) shall not agree to any compensation or award, and (2) shall not take any action or fail to take any action which would cause the compensation to be determined. All awards and compensation for the taking or purchase in lieu of condemnation of the Mortgaged Property or any part thereof are hereby assigned to and shall be paid to Mortgagee; provided, however, if there is no Event of Default that is continuing, Mortgagee shall make any Loss Proceeds available pursuant to Section 3.7 above. Mortgagor authorizes Mortgagee to collect and receive such awards and compensation (and, if any such award or compensation is paid by check, draft or other negotiable demand instrument made payable to Mortgagor or to Mortgagor and Mortgagee jointly, to endorse the same on Mortgagor's behalf), to give proper receipts and acquittances therefor, and in Mortgagee's sole discretion to apply the same toward the payment of the Loan, notwithstanding that the Loan may not then be due and payable, or to the restoration of the Mortgaged Property. Mortgagor, upon request by Mortgagee, shall execute all instruments requested to confirm the assignment of the awards and compensation to Mortgagee, free and clear of all liens, charges or encumbrances.

Section 3.9 **Insurance**. Mortgagor shall maintain insurance as follows:

(a) **Types and Amounts of Insurance**. Mortgagor shall maintain the insurance listed on Schedule 3.7, and such additional insurance that Mortgagee, in its discretion, may reasonably require from time to time, provided that such additional insurance is commonly maintained by condominium unit owners for comparable mixed use projects located in the City of Chicago and is available at commercially reasonable rates.

(b) **No Separate Insurance**. Mortgagor shall not maintain any separate or additional insurance which is contributing in the event of loss unless it is properly endorsed pursuant to this Section 3.9 (including, without limitation, Section 3.9(c) hereof).

(c) **Form and Quality**. All insurance policies shall be endorsed in form and substance acceptable to Mortgagee to name Mortgagee as an additional insured thereunder (on all liability policies), as its interest may appear, with loss payable to Mortgagee, without contribution, under a standard mortgagee clause. All such insurance policies and endorsements shall be fully paid for, shall be issued by appropriately licensed insurance companies acceptable to Mortgagee with a rating of "A-:IX" or better as established by A.M. Best's Rating Guide, shall not be subject to reduction for depreciation or co-insurance, and shall otherwise be in such form, and shall contain such provisions and expiration dates, as are reasonably acceptable to Mortgagee.



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Each policy shall provide that no act of or omission by Mortgagor shall invalidate such policy as against Mortgagee, and Mortgagor shall use commercially reasonable efforts to cause insurer to agree to provide that such policy may not be canceled or materially changed except upon thirty (30) days' prior written notice of intention of non-renewal, cancellation or material change to Mortgagee, or upon ten (10) days' prior written notice if such non-renewal or cancellation arises from a failure to pay the insurance premium. If, after using commercially reasonable efforts, the insurer will not agree to provide such notice to Mortgagee, then Mortgagor shall provide such notice to Mortgagee. Any flood insurance policy shall be issued in accordance with the requirements and then current guidelines of the Federal Insurance & Mitigation Administration. Blanket policies shall not be permitted unless the terms and conditions of the coverage afforded thereunder are acceptable to Mortgagee. Mortgagee shall have the right to periodically evaluate the continuing acceptability of any previously approved blanket policies and to require additional or replacement insurance if any blanket policies are no longer acceptable as determined by Mortgagee in its sole but reasonable discretion. If Mortgagor fails to maintain insurance in compliance with this Section 3.9, Mortgagee may, in its sole discretion, obtain such insurance and pay the premium therefor and Mortgagor shall, on demand, reimburse Mortgagee for all expenses incurred in connection therewith. This insurance may, but need not, also protect Mortgagor's interest. If there is a loss or liability, the coverage Mortgagee purchases may not pay any claim Mortgagor makes or any claim made against Mortgagor. Mortgagee will cancel this coverage at such time as Mortgagor provides Mortgagee with evidence satisfactory to Mortgagee that Mortgagor has obtained the required policy or policies that satisfy the insurance requirements of this Section 3.9. The effective date of coverage may be the date Mortgagor's prior coverage lapsed or the date Mortgagor failed to provide proof of coverage. The coverage Mortgagee purchases may be more expensive than insurance Mortgagor can obtain on its own.

(d) **Assignment.** Mortgagor shall assign the policies or proofs of insurance to Mortgagee, in such manner and form that Mortgagee and its successors and assigns shall at all times have and hold the same as security for the payment of the Loan. Mortgagor shall deliver to Mortgagee copies of all required policies and all renewals thereof (which renewals shall be delivered at least one (1) Business Days prior to the expiration of the existing policies), in each case certified to Mortgagee by the insurance company or authorized agent as being true copies, together with the endorsements required hereunder. If Mortgagor elects to obtain any insurance which is not required under this Mortgage, all related insurance policies shall be endorsed in compliance with Section 3.9(c). From time to time upon Mortgagee's request, Mortgagor shall identify to Mortgagee all insurance maintained by Mortgagor with respect to the Mortgaged Property. All Loss Proceeds shall be delivered directly to Mortgagee, and shall be applied or disbursed pursuant to Section 3.7 hereof. The Loss Proceeds coming into the possession of Mortgagee shall not be deemed trust funds, and Mortgagee shall be entitled to apply such proceeds as herein provided.

(e) **Adjustments.** Mortgagor shall give prompt written notice of any loss to the insurance carrier and to Mortgagee. Mortgagor hereby irrevocably authorizes and empowers Mortgagee, as attorney-in-fact for Mortgagor coupled with an interest, to notify any of Mortgagor's insurance carriers to add Mortgagee as a loss payee, mortgagee insured, additional insured, or insurance trustee, as the case may be, to any policy maintained by Mortgagor (regardless of whether such policy is required under this Mortgage), (whether in its capacity as loss payee, mortgagee insured, additional insured, or insurance trustee) to make proof of loss, to

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adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive Loss Proceeds (and endorse, on Mortgagor's behalf, all checks, drafts and other negotiable demand instruments payable to Mortgagor, or to Mortgagor and Mortgagee jointly), and to deduct therefrom Mortgagee's actual, reasonable, out-of-pocket expenses incurred in the collection of such Loss Proceeds. Nothing contained in this Section 3.9(e), however, shall require Mortgagee to incur any expense or take any action hereunder.

Section 3.10 **Payment in Full of Replacement Financing.** Mortgagor will keep Mortgagee apprised on a quarterly basis as to the status of the balance of the Replacement Financing and any outstanding amounts owed under it. Within five (5) business days after written request from Mortgagee, Mortgagor shall provide Mortgagee with a written update of the amount outstanding under the Replacement Financing and any amounts it plans to pay off in the next sixty (60) days. If Mortgagor intends to pay off in full either the Senior Loan or Mezzanine Loan (as defined under the Notes), Mortgagor shall provide Mortgagee with written notice within ten (10) days after the earlier of Mortgagee notifying the Replacement Financing Lenders of its decision or making the payoff. Once the Wanda Restrictive Covenant is eligible to be released, Mortgagor will work in good faith and in a timely manner to demand and obtain the release from the Replacement Financing Lenders and promptly record or file (as applicable) the release.

## ARTICLE 4

### **DEFAULT AND FORECLOSURE**

Section 4.1 **Events of Default.** Each of the following shall constitute an "Event of Default":

(a) **Specified Defaults Under Related Documents.** Any Event of Default as defined in the Related Documents.

(b) **Insurance.** Mortgagor's failure to maintain insurance as required under this Mortgage.

(c) **Replacement Financing.** Any of the Replacement Financing Lenders, after notice and opportunity to cure first being provided to the borrower under the Replacement Financing (but only if and to the extent such notice and opportunity cure is required under the Replacement Financing) files a lawsuit to foreclose any liens or security interests securing repayment of any portion or all of the Replacement Financing.

(d) **Condominium Declaration Default.** Either a (i) monetary default or (ii) material, non-monetary default, by Mortgagor under the Condominium Declaration that occurs, is continuing beyond all applicable notice and cure periods thereunder, and for which the Condominium association or Unit Owner (defined below in 8.3(g)) is seeking to enforce its rights under the Condominium Declaration against Mortgagor.

(e) **Cash Management Agreement / Subordination Agreement.** Either a (i) monetary default or (ii) material, non-monetary default by Mortgagor or its affiliates

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under the Cash Management Agreement or the Subordination Agreement that occurs and is continuing beyond all applicable notice and cure periods thereunder.

(f) **Covenants Without Specific Grace Periods.** Mortgagor shall continue to be in default under any of the other terms, covenants or provisions of the Related Documents, for ten (10) days after receipt of notice of such default from Mortgagee, in the case of any default which can be cured by the payment of a sum of money, or for thirty (30) days after receipt of notice of such default from Mortgagee in the case of any other default; provided, however, that if (a) such non-monetary default is susceptible of cure but cannot reasonably be cured within such 30-day period, (b) Mortgagor shall have commenced to cure such default within such 30-day period and thereafter is diligently and expeditiously proceeding to cure such default, and (c) the defaulting party has provided Mortgagee with security satisfactory to Mortgagee against any interruption of payment or impairment of collateral as a result of such continuing default, then such 30-day period shall be extended for such additional time as is reasonably necessary for the defaulting party, exercising due diligence, to cure such default, provided further that in no event shall such additional period exceed ninety (90) days.

Section 4.2 **Remedies.** If an Event of Default exists, Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses:

(a) **Acceleration.** Declare the Obligations to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) **Entry on Mortgaged Property.** To the extent permitted by applicable law, enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto. If Mortgagor remains in possession of the Mortgaged Property after an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

(c) **Operation of Mortgaged Property.** Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 4.8.

(d) **Foreclosure and Sale.** Institute proceedings for the complete foreclosure of this Mortgage, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels. With respect to any notices required or permitted under the UCC, Mortgagor agrees that five (5) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor,

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and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Any Person, including Mortgagor or Mortgagee or their nominees, may be a purchaser at such sale. If Mortgagee or such nominee is the highest bidder, Mortgagee may credit the portion of the purchase price that would be distributed to Mortgagee against the Obligations in lieu of paying cash. In connection with any foreclosure sale: (i) Mortgagee shall have no obligation to clean up, repair or otherwise prepare the Mortgaged Property for sale; (ii) Mortgagor waives any right it may have to require Mortgagee to pursue any third party for any of the Obligations; (iii) Mortgagee may comply with any applicable state or federal law requirements in connection with a disposition of the Mortgaged Property; (iv) Mortgagee may specifically disclaim any warranties of title or the like; (v) if Mortgagee sells any of the Mortgaged Property on credit, Mortgagor will be credited only with payments actually made by purchaser, received by Mortgagee and applied to the indebtedness of the purchaser; and (vi) Mortgagee may apply any noncash proceeds of a disposition of the Mortgaged Property in any commercially reasonable manner selected by Mortgagee. Compliance by Mortgagee with the standards set forth in the foregoing sentence shall not be deemed to adversely affect the commercial reasonableness of any sale of the Mortgaged Property or portion thereof.

(e) **Receiver**. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or as required by applicable laws and procedures or regard to the adequacy of the Mortgaged Property for the Obligations secured hereby, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers pursuant to the Illinois Mortgage Foreclosure Act, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 4.8.

(f) **Other**. Exercise all other rights, remedies and recourses granted under the Related Documents or otherwise available at law or in equity (including an action for specific performance of any covenant contained in the Related Documents, or a judgment on the Notes either before, during or after any proceeding to enforce this Mortgage).

Section 4.3 **Separate Sales**. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion, may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 4.4 **Remedies Cumulative, Concurrent and Nonexclusive**. Mortgagee shall have all rights, remedies and recourses granted in the Related Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Notes and the other Related Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee or any Mortgagee in the enforcement of any rights, remedies or recourses under the Related Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

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Section 4.5 **Release of and Resort to Collateral.** Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by the Related Documents or their stature as a first and prior lien and security interest in and to the Mortgaged Property. For payment and performance of the Obligations, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

Section 4.6 **Waiver of Redemption, Notice and Marshalling of Assets; WAIVER OF JURY TRIAL.** To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of Mortgagee's election to exercise or their actual exercise of any right, remedy or recourse provided for under the Related Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation. **MORTGAGOR AND MORTGAGEE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY KNOWINGLY, INTENTIONALLY, IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF OR IN ANY WAY RELATING TO THIS MORTGAGE OR ANY CONDUCT, ACT OR OMISSION OF MORTGAGOR OR MORTGAGEE OR BORROWER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS OR EMPLOYEES, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.**

Section 4.7 **Discontinuance of Proceedings.** If Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under the Related Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee shall have the unqualified right to do so and, in such an event, Mortgagor, Mortgagee shall be restored to their former positions with respect to the Obligations, the Related Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee thereafter to exercise any right, remedy or recourse under the Related Documents for such Event of Default.

Section 4.8 **Application of Proceeds.** The proceeds of any foreclosure sale of the Mortgaged Property shall be applied by Mortgagee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law:

(a) to the payment of the costs and reasonable expenses of taking possession of the Mortgaged Property and the costs and expenses of the foreclosure sale and all proceedings in connection therewith, including (1) receiver's fees and expenses, (2) court costs, and (3) reasonable attorneys' and accountants' fees and expenses;

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(b) to the payment of all amounts (including interest thereon), other than the unpaid principal balance of the Notes and accrued but unpaid interest thereon, which may be due to Mortgagee under the Related Documents;

(c) to the payment and performance of the Obligations in such manner and order of preference as Mortgagee in its sole, but reasonable discretion may determine; and

(d) the balance, if any, to the payment of the persons legally entitled thereto.

Without limiting the foregoing, upon the occurrence and during the continuance of an Event of Default until the time of a foreclosure sale, the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property shall be applied by Mortgagee (or the receiver, if one is appointed) to the payment of the reasonable costs and expenses of holding, operating, maintaining, using, leasing, repairing, improving and selling the same, including (1) costs of advertisement, (2) utility costs and charges, (3) insurance premiums, (4) costs and reasonable expenses with respect to any litigation affecting the Mortgaged Property, (5) wages and salaries of employees and commissions of agents, (6) all ground rent, real estate taxes and assessments, except any taxes, assessments or other charges subject to which the Mortgaged Property shall have been sold, and (7) all other carrying costs, fees, charges, reserves, and expenses whatsoever relating to the Mortgaged Property.

Section 4.9 **Occupancy After Foreclosure.** The purchaser at any foreclosure sale pursuant to Section 4.2(d) shall become the legal owner of the Mortgaged Property. Unless the occupant is the purchaser at the foreclosure sale, all occupants of the Mortgaged Property shall, at the option of such purchaser, become tenants of the purchaser at the foreclosure sale and shall deliver possession thereof immediately to the purchaser upon demand; provided, however, both the purchaser and Mortgagee shall comply with the Illinois Mortgage Foreclosure Act. It shall not be necessary for the purchaser at said sale to bring any action for possession of the Mortgaged Property other than the statutory action of forcible detainer in any justice court having jurisdiction over the Mortgaged Property.

Section 4.10 **Additional Advances and Disbursements; Costs of Enforcement.**

(a) **Additional Advances.** If any Event of Default exists, Mortgagee shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee under this Section 4.10, or otherwise under this Mortgage or any of the other Related Documents or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the Default Interest Rate (as defined in the Notes), and all such sums, together with interest thereon, shall be secured by this Mortgage.

(b) **Costs of Enforcement.** Mortgagor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage and the other Related Documents, or the enforcement, compromise or settlement of the Obligations or any claim under this Mortgage and the other Related Documents, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

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Section 4.11 **No Mortgagee in Possession.** Neither the enforcement of any of the remedies under this Article 4, the assignment of the Rents and Leases under Article 5, the security interests under Article 6, nor any other remedies afforded to Mortgagee under the Related Documents, at law or in equity shall cause Mortgagee or any Mortgagee to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, except to the extent Mortgagee seeks to be appointed as a “mortgagee in possession” by any court of competent jurisdiction, to obligate Mortgagee or any Mortgagee to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

## ARTICLE 5

### **ASSIGNMENT OF RENTS AND LEASES**

Section 5.1 **Assignment.** Subject to the rights granted to the Replacement Financing Lenders under the Cash Management Agreement to receive the Rents under certain circumstances, Mortgagor unconditionally and absolutely assigns to Mortgagee all of Mortgagor's right, title and interest in and to the Leases and Rents. This assignment is an absolute assignment to Mortgagee and not an assignment as security for the payment and performance of the Obligations.

Section 5.2 **Rights of Mortgagee.** Subject to the assignment of Rents granted to the Replacement Financing Lenders under the Cash Management Agreement and subject to the provisions of Section 5.5 below, upon the occurrence and during the continuance of an Event of Default, Mortgagee shall have the right, power and authority to: (a) notify any Person that the Leases have been assigned to Mortgagee and that all Rents are to be paid directly to Mortgagee, whether or not Mortgagee has commenced or completed foreclosure or taken possession of the Mortgaged Property; (b) settle, compromise, release, extend the time of payment of, and make allowances, adjustments and discounts of any Rents or other obligations under the Leases; (c) enforce payment of Rents and other rights under the Leases or any related guarantees, prosecute any action or proceeding, and defend against any claim with respect to Rents and Leases; (d) enter upon, take possession of and operate the Mortgaged Property; (e) lease all or any part of the Mortgaged Property; and/or (f) perform any and all obligations of Mortgagor under the Leases and exercise any and all rights of Mortgagor therein contained to the full extent of Mortgagor's rights and obligations thereunder, with or without the bringing of any action or the appointment of a receiver. Subject to the assignment of Rents granted to the Replacement Financing Lenders under the Cash Management Agreement, at Mortgagee's request, Mortgagor shall deliver notice to each tenant under a Lease of such rights and irrevocably directing any tenant of the Mortgaged Property, without any requirement for notice to or consent by Mortgagor, to comply with all demands of Mortgagee under this Mortgage and to turn over to Mortgagee on demand all Rents which it receives.

Section 5.3 **No Obligation.** Notwithstanding Mortgagee's rights hereunder, Mortgagee shall not be obligated to perform, and Mortgagee does not undertake to perform, any obligation, duty or liability with respect to the Leases, Rents or Mortgaged Property on account of this Mortgage. Mortgagee shall have no responsibility on account of this Mortgage for the control, care, maintenance or repair of the Mortgaged Property, for any waste committed on the Mortgaged

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Property, for any dangerous or defective condition of the Mortgaged Property, or for any negligence in the management, upkeep, repair or control of the Mortgaged Property.

Section 5.4 **Right to Apply Rents.** Mortgagee shall have the right, but not the obligation, to use and apply any Rents received hereunder in accordance with Section 4.8 hereof.

Section 5.5 **Revocable License.** Notwithstanding that the assignment of the Rents and Leases under this Article 5 (but subject to the assignment of Rents granted to the Replacement Financing Lenders under the Cash Management Agreement) is an absolute assignment of the Rents and Leases and not merely the collateral assignment of, or the grant of a lien or security interest in the Rents and Leases, Mortgagee grants to Mortgagor a revocable license to collect and receive the Rents and to retain, use and enjoy such Rents. Upon the occurrence and during the continuance of any Event of Default, such license may be revoked by Mortgagee, without notice to or demand upon Mortgagor, and Mortgagee immediately shall be entitled to receive and apply all Rents, whether or not Mortgagee enters upon and takes control of the Mortgaged Property.

Section 5.6 **Liability of Mortgagee.** Mortgagee shall not in any way be liable to Mortgagor for any action or inaction of Mortgagee, its employees or agents under this Article 5 except for any action or inaction that constitutes willful misconduct or gross negligence of Lender.

Section 5.7 **No Merger of Estates.** So long as any part of the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any lessee or any third party by purchase or otherwise.

## ARTICLE 6

### **SECURITY AGREEMENT**

Section 6.1 **Security Interest.** This Mortgage constitutes a "Security Agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty and Fixtures. To this end, Mortgagor grants to Mortgagee, a first and prior security interest in the Personalty and Fixtures, and all other Mortgaged Property which is personal property to secure the payment and performance of the Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements sent to Mortgagor at least five (5) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor.

Section 6.2 **Financing Statements.** Mortgagor hereby irrevocably authorizes Mortgagee at any time and from time to time to file in any filing office in any UCC jurisdiction one or more financing or continuation statements and amendments thereto, relative to all or any part of the Mortgaged Property, without the signature of Mortgagor where permitted by law. Mortgagor agrees to furnish Mortgagee, promptly upon request, with any information required by Mortgagee to complete such financing or continuation statements. If Mortgagee has filed any initial financing statements or amendments in any UCC jurisdiction prior to the date hereof, Mortgagor ratifies and confirms its authorization of all such filings. Mortgagor acknowledges that it is not authorized to



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file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of Mortgagee, and agrees that it will not do so without Mortgagee's prior written consent, subject to Mortgagor's rights under Section 9-509(d)(2) of the UCC. Mortgagor shall execute and deliver to Mortgagee, in form and substance satisfactory to Mortgagee, such additional financing statements and such further assurances as Mortgagee may, from time to time, request as reasonably necessary to create, perfect and preserve Mortgagee's security interest hereunder and Mortgagee may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

Section 6.3 **Fixture Filing.** This Mortgage shall also constitute a "fixture filing" for the purposes of UCC Section 9-502(c), as amended or recodified from time to time, against all of the Mortgaged Property which is or is to become fixtures. In accordance with Section 9-502(b) and (c) of the Uniform Commercial Code as enacted in Illinois, Mortgagor shall be deemed to be debtor and Mortgagee shall be deemed to be the secured party, whose addresses are set forth above. Mortgagor is the record owner of the Mortgaged Property.

## ARTICLE 7

### MISCELLANEOUS

Section 7.1 **Notices.** All notices required or permitted to be given hereunder (each, a "**Notice**") shall be in writing addressed to the party to be so notified at its address set forth below, or at such other address as such party may specify by giving at least ten (10) days' prior written notice of such change of address, and (1) sent by facsimile or electronic mail, in each case with a copy of the Notice sent concurrently by one of the means described in clauses (2), (3) or (4) below, (2) sent by registered or certified mail, postage prepaid, return receipt requested, (3) delivered by hand, or (4) delivered by reputable overnight commercial courier. Notices shall be deemed to have been received: (a) if sent by facsimile or electronic mail, upon the earlier of (i) the date that the sender receives a telephonic response from an employee or representative of the party receiving notice on behalf of such party, acknowledging receipt (which response shall not be an automatic fax machine-generated or computer-generated response) and (ii) the date of the first attempted delivery on a Business Day of the copy of such Notice delivered in accordance with clause (2), (3) or (4) above, and (b) if delivered by hand, sent by registered or certified mail, or sent by overnight commercial courier, on the date of the first attempted delivery on a Business Day.

#### Addresses for Notices:

To Mortgagor:

Magellan Parcel C/D LLC  
Parcel C Manager LLC  
225 North Columbus Drive, Suite 100  
Chicago, Illinois 60601  
Attention: David J. Carlins  
dcarlins@magellandevlopment.com

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with a copy to (which shall not constitute notice):

Magellan Parcel C/D LLC  
 Parcel C Manager LLC  
 225 North Columbus Drive, Suite 100  
 Chicago, Illinois 60601  
 Attention: Kimberly J. Sharon, Esq.  
 ksharon@magellanddevelopment.com

To Mortgagee:

Wanda Chicago Real Estate, LLC  
 200 E Randolph St, Suite 5100  
 Chicago, Illinois 60601  
 Attention: Geoffrey Liu  
 liuzhaohui@wanda.cn

with a copy to (which shall not constitute notice):

Reed Smith LLP  
 101 Second Street, Suite 1800  
 San Francisco, California 94105  
 Attention: Charles H. Seaman, Esq.  
 cseaman@reedsmith.com

Section 7.2 **Covenants Running with the Land.** All of the covenants in the Related Documents and in Article 3 of this Mortgage, and all other Obligations contained in this Mortgage, are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property and will be binding on the Mortgaged Property until the Mortgage is released. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property (without in any way implying that Mortgagee has or will consent to any such conveyance or transfer of the Mortgaged Property). All persons or entities who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Related Documents; however, no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

Section 7.3 **Attorney-in-Fact.** Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) to execute any or all of the rights or powers described in Article 5 with the same force and effect as if executed by Mortgagor, and Mortgagor ratifies and confirms any and all acts done or omitted to be done by Mortgagee, its agents, servants, employees or attorneys in, to or about the Mortgaged Property, (c) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Personalty, Fixtures, Plans and Property Agreements in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (d) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the collateral, and (e) while any Event of Default is ongoing, to perform any obligation of Mortgagor hereunder; however: (1) Mortgagee shall not under any circumstances be obligated

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to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be added to and included in the Obligations and shall bear interest at the Default Interest Rate; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) except for its gross negligence or willful misconduct, neither Mortgagee nor any Mortgagee shall be liable to Mortgagor or any other Person for any failure to take any action which it is empowered to take under this Section.

Section 7.4 **Successors and Assigns.** This Mortgage shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder, except as expressly permitted under the Related Documents.

Section 7.5 **No Waiver.** Any failure by Mortgagee to insist upon strict performance of any of the terms, provisions or conditions of the Related Documents shall not be deemed to be a waiver of same, and Mortgagee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 7.6 **Subrogation.** To the extent proceeds of the Notes have been used to extinguish, extend or renew any indebtedness against the Mortgaged Property, then Mortgagee shall be subrogated to all of the rights, liens and interests existing against the Mortgaged Property and held by the holder of such indebtedness and such former rights, liens and interests, if any, are not waived, but are continued in full force and effect in favor of Mortgagee.

Section 7.7 **Mechanic's Liens.** Mortgagor shall pay (or caused to be paid) when due all claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in a mechanic's or materialman's or similar Lien and/or notice of pendency of action (each, a "**Mechanic's Lien**") being filed or recorded against the Mortgaged Property, and shall defend, indemnify and hold Mortgagee harmless from all Mechanic's Liens, including all proceedings to foreclose on Mechanic's Liens. If any Mechanic's Liens are served, filed, recorded or otherwise asserted against any portion of the Mortgaged Property, Mortgagor shall, within thirty (30) days of written demand, discharge or cause to be discharged such Mechanic's Lien, and shall promptly obtain the dismissal of any proceedings for the foreclosure or the enforcement thereof. However, Mortgagor may contest in good faith the validity of any Mechanic's Lien so long as (1) Mortgagor notifies Mortgagee that it intends to contest such Mechanic's Lien, (2) Mortgagor provides Mortgagee with (a) an endorsement to Mortgagee's title insurance policy (insuring against such Mechanic's Lien), if any, in form and substance reasonably satisfactory to Mortgagee, and (b) either a release bond or other security, in either case in such form and amount as may be reasonably satisfactory to Mortgagee, including Mortgagee's estimate of interest, penalties and reasonable attorneys' fees (except to the extent that a statutory bond is obtained, and in such case, such bond to be in the form and amount required by the applicable statute), and (3) Mortgagor is diligently contesting the same by appropriate legal proceedings in good faith, at its own expense, and on its own behalf and on behalf of Mortgagee, and concludes such contest prior to the tenth (10<sup>th</sup>) day preceding the earlier to occur of the Maturity Date. Mortgagee shall have no obligation to make any Loan advances until all Mechanic's Liens have been fully released or discharged or are being contested in accordance with this Section.

Section 7.8 **Release.**

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(a) **Partial Releases.** Mortgagee shall provide partial releases of this Mortgage pursuant to the terms of Section 8.2(b) below.

(b) **Full Release.** Upon full payment and performance of the Obligations, Mortgagee, at Mortgagor's expense, shall release the liens and security interests created by this Mortgage.

Section 7.9 **Waiver of Stay, Moratorium and Similar Rights.** Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any appraisalment, valuation, stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the indebtedness secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee.

Section 7.10 **Waiver of Any Deficiency Limitation and Member Exculpation.**

(a) **Waiver of Deficiency Limitation.** Subject to the terms of the Intercreditor Agreement while the same remains in effect, Borrower agrees that Lender shall be entitled to seek a deficiency judgment from Borrower and any other party obligated on the Indebtedness (to the extent provided in the Loan Documents) equal to the difference between the amount owing on the Indebtedness and the amount for which the Mortgaged Property was sold pursuant to judicial foreclosure sale.

(b) **Member Exculpation.** Notwithstanding anything in this Agreement or the Related Documents to the contrary, no member or manager of Borrower, and no direct or indirect constituent entity, owner or advisor, agent or investment manager of any such member or manager, shall have any personal liability for payment of indebtedness or performance of obligations under this Agreement or the Related Documents. Nothing contained in this Section will relieve Borrower or any guarantor who provided a guaranty in connection with the Notes from any liability or obligations.

Section 7.11 **Obligations of Mortgagor, Joint and Several.** If more than one Person has executed this Mortgage as "Mortgagor," the obligations of all such Persons hereunder shall be joint and several.

Section 7.12 **Governing Law.** This Mortgage shall be governed by the laws of the State of Illinois.

Section 7.13 **Interpretation.** The Article, Section and SubSection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or SubSections. When used in this Mortgage, "include(s)" shall mean "include(s), without limitation," and "including" shall mean "including, but not limited to."

Section 7.14 **Counterparts.** This Mortgage may be executed in any number of counterparts, all which shall be deemed one in the same instrument. Copies of originals, including copies delivered by facsimile, PDF or other electronic means, shall have the same import and effect as original counterparts and shall be valid, enforceable and binding for the purposes of this

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Mortgage. For purposes of recordation, original, executed counterpart signature pages may be attached to one copy of this Mortgage to form one document.

Section 7.15 **Entire Agreement**. This Mortgage and the other Related Documents embody the entire agreement and understanding between Mortgagee and Mortgagor and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Related Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 7.16 **State Specific Provisions**. In the event of any inconsistencies between the terms and provisions of this Section 7.16 and the other terms and provisions of this Mortgage, the terms and provisions of this Section 7.16 shall control and be binding, but shall not invalidate or render unenforceable any other provision of this Mortgage or any other Related Document that can be construed in a manner consistent with this Section 7.16. Notwithstanding the foregoing, to the event there is a conflict between the terms of these State Specific Provisions and the Intercreditor Agreement, the Intercreditor Agreement will control.

(a) **Illinois Mortgage Foreclosure Law**. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon the occurrence and during the continuation of an Event of Default which are more limited than the rights that would otherwise be vested in Mortgagee under the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-101, et seq. ("**Foreclosure Act**") in the absence of said provision, Mortgagee shall be vested with the rights granted in the Foreclosure Act to the fullest extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee upon the occurrence and during the continuation of an Event of Default to the extent reimbursable under Sections 15-1510 and 15-1512 of the Foreclosure Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in the Mortgage, shall be added to the indebtedness secured by the Mortgage and included in the judgment of foreclosure. In the event of any irreconcilable inconsistency between this Mortgage and the Foreclosure Act, the provisions of the Foreclosure Act shall take precedence, control, and be binding, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Foreclosure Act. Mortgagor represents and acknowledges that this Mortgage does not encumber either agricultural real estate (as defined in Section 15-12a of the Foreclosure Act) or residential real estate (as defined in Section 15-1219 of the Foreclosure Act). Upon the occurrence and during the continuation of an Event of Default, to the fullest extent permitted by law, Mortgagor voluntarily and knowingly waives all benefits of all present and future valuation, appraisal, homestead, exemption, stay, redemption, reinstatement and moratorium laws under any state or federal law, including without limitation all rights under Sections 15-1602 and 15-1603 of the Foreclosure Act.

(b) **Collection of Rents**. This Mortgage constitutes a perfected, absolute and present assignment of Rents, provided that Mortgagor shall have the exclusive right to collect, but not prior to accrual, all of the Rents, and to retain, use and enjoy the same unless and until an Event of Default shall occur hereunder. The right of Mortgagor to collect the Rents shall constitute a revocable license in favor of Mortgagor, revocable by Mortgagee upon an Event of Default. To the fullest extent permitted by law, pursuant to the provisions of 765 ILCS 5/31.5,

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the Mortgage entitles Mortgagee immediately to collect and receive Rents upon the occurrence of an Event of Default, without first taking any acts of enforcement under applicable law, including providing notice to Mortgagee, filing foreclosure proceedings, or seeking the appointment of a receiver. Further, to the extent permitted by law, Mortgagee's right to the Rents does not depend on whether or not Mortgagee takes possession of the Mortgaged Property as permitted under the Mortgage. In Mortgagee's sole discretion, to the extent permitted by law, Mortgagee may choose to collect Rents either with or without taking possession of the Mortgaged Property. Without limiting the generality of the foregoing, upon the filing of any complaint to foreclose the lien of this Mortgage, the court in which such complaint is filed may, upon application of Mortgagee, in Mortgagee's sole and absolute discretion, appoint Mortgagee as a mortgagee-in-possession or appoint a receiver of the Mortgaged Property pursuant to the Foreclosure Act. Such appointment, to the extent permitted by applicable law, may be made either before or after sale, without choice; without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby; without regard to the value of the Mortgaged Property at such time and whether or not the Mortgaged Property are then occupied as a homestead; without bond being required of the applicant as determined by a court of competent jurisdiction; and Mortgagee or any employee or agent of Mortgagee may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by the Foreclosure Act, including the powers designated in Section 735 ILCS 5/15-1704 and the power to take possession, control and care of the Mortgaged Property and to collect all Rents (including, but not limited to, any delinquent Rents), profits and proceeds thereof. To the fullest extent permitted by law, such receiver may: (1) take any action permitted to be taken by Mortgagee pursuant to any Related Document; (2) maintain, repair and replace the Mortgaged Property, including restore the Mortgaged Property following a casualty or taking; (3) make any necessary or desirable capital improvements and modifications to the Mortgaged Property; and (4) extend or modify any then-existing leases and enter into new leases of the Mortgaged Property or any part thereof, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Loan, it being understood and agreed that any such leases, such options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Mortgaged Property are subject to the lien hereof, and upon the purchaser or purchasers at any foreclosure sale, notwithstanding the exercise of any right of redemption. The court may, from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his counsel as allowed by the court, in payment (in whole or in part) of any or all of the indebtedness secured hereby.

(c) **Foreclosure of Multiple Parcels.** As part of any foreclosure, Mortgagee in its sole discretion may, with or without entry, sell or cause to be sold to the highest bidder all or any part of the Mortgaged Property, and all right, title, and interest therein, as an entirety, or in separate lots, parcels, or interests, as Mortgagee may elect, and in one sale or in any number of separate sales held at one time or at any number of times, all in any manner and upon such notice as provided by applicable law. Upon the completion of any such sale or sales, Mortgagee shall transfer, deliver and convey, or cause to be transferred, delivered and conveyed, the property so sold to the purchaser or purchasers, in the manner and form as provided by applicable law.

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(d) **Credit Bid.** In the case of any sale of the Mortgaged Property pursuant to any judgment or decree of any court at public auction or otherwise, Mortgagee may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to use the Notes and any claims for the indebtedness secured hereby (or any portion thereof) as set forth in any judgment in order that there may be credited as paid on the purchase price the amount of the indebtedness secured hereby (or any portion thereof).

(e) **Business Loan.** Mortgagor hereby represents and agrees that the proceeds of the Loans will be used for the purposes specified in the Illinois Interest Act, 815 ILCS 205/4(l), and the indebtedness secured hereby constitutes a business loan which comes within the purview of Section 205/4(1)(c) and a loan secured by a mortgage on real estate within the purview of Section 205/4(1)(e).

(f) **Copy of Mortgage.** Mortgagor hereby acknowledges that Mortgagor has received, without charge, a true copy of the Mortgage.

(g) **Certain Insurance Disclosures.** Pursuant to the Illinois Collateral Protection Act and the Illinois Financial Institution Insurance Sales Law, Mortgagee hereby notifies Mortgagor as follows and Mortgagor hereby acknowledges that such disclosure is required by and given in full compliance with the Illinois Collateral Protection Act, 815 ILCS 180/15:

You may obtain insurance required in connection with your loan or extension of credit from any insurance agent, broker, or firm that sells such insurance, provided the insurance requirements in connection with your loan are otherwise complied with. Your choice of insurance provider will not affect our credit decision or your credit terms. Unless you provide us with evidence of the insurance coverage required by your agreements with us, we may purchase insurance at your expense to protect our interest in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreements. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

(h) **Future Advances.** (1) To the extent Mortgagee make advances, Mortgagor acknowledges and intends that all such advances, including future advances whenever hereafter made, shall be a lien from the time the Mortgage is recorded, as provided in Section 5/15-1302(b)(1) of the Foreclosure Act. That portion of the obligations which comprises the principal amount then outstanding constitutes revolving credit indebtedness secured by a mortgage on real property, pursuant to the terms and conditions of the Foreclosure Act; provided that nothing contained in this Section 7.16(h) shall be deemed to permit Mortgagor to borrow, repay and reborrow the principal, absent an express provision in the Related Documents. Mortgagor

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covenants and agrees that the Mortgage shall secure the payment of all Loans and advances made by Mortgagee, whether such Loans and advances are made as of the date hereof or at any time in the future, and whether such future advances are obligatory, or are to be made at the option of Mortgagee or otherwise (but not advances or loans made more than twenty (20) years after the date hereof), to the same extent as if such future advances were made on the date of the execution of the Mortgage and, although there may be no other indebtedness outstanding at the time any advance is made. The lien of the Mortgage shall be valid as to the Loans and all other Obligations, including future advances, from the time of its filing of record in the office of the Recorder of Deeds of the County in which the Mortgaged Property is located. The maximum principal indebtedness secured by this Mortgage shall not exceed two times the amount of the Loan, plus interest thereon and all protective advances. All advances, disbursements and expenditures made by Mortgagee, if any, before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during any appeal period or the pendency of any related proceedings, shall be part of the indebtedness secured hereby and shall have the benefit of all applicable provisions of the Foreclosure Act.

(i) **Credit Agreements Act.** Mortgagor and Mortgagee expressly agree that for purposes of the Mortgage: (i) the Mortgage shall be a "credit agreement" under the Illinois Credit Agreements Act, 815 ILCS 160/1 et seq. (the "**Credit Act**"); (ii) the Credit Act applies to this transaction; and (iii) any action on or in any way related to the Mortgage shall be governed by the Credit Act.

Section 7.17 **Mortgagee's Performance of Defaulted Acts; Protective Advances; Subrogation; Reliance on Bills.** In the event Mortgagor fails to perform any of its covenants and agreements herein or under any of the other Related Documents, Mortgagee may, but need not, make any payment or perform any act herein or therein required of Mortgagor, in any form and manner deemed necessary, and may, but need not, make full or partial payments for or with respect to any of the following purposes: (a) to protect, preserve or restore the Mortgaged Property, and preserve the lien of this Mortgage or the priority thereof; (b) purchase, discharge, compromise or settle any tax claim or lien or other prior lien or title or claim thereof or redeem from any tax sale on, forfeiture affecting the Mortgaged Property or contest any tax or assessment; (c) principal, interest or other obligations in accordance with the terms of any Prior Encumbrance (as defined below), and any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title; (d) premiums upon casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, without regard to the limitation to maintaining of insurance in effect at the time any receiver is in place; (e) payments required to be made by the owner of the Mortgaged Property under any condominium declaration, grant or declaration of easement, easement agreement, reciprocal easement agreement, agreement with any adjoining land owners or other instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; and (f) operating deficits incurred by Mortgagee in possession or reimbursed by Mortgagee to any receiver. All of the foregoing amounts incurred and paid by Mortgagor ("Protective Advances") or any of the other purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Mortgagee to protect the Mortgaged Property and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the default rate provided



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under the Second Tranche Note, and this Mortgage shall be a lien to secure payment of such indebtedness.

Should the proceeds of the Note or any part thereof, or any amount paid out or advanced hereunder by Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any senior mortgage or any other lien or encumbrance upon the Mortgaged Property or any part thereof on a parity with or prior or superior to the lien hereof (each, a “**Prior Encumbrance**”), then as additional security hereunder, Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment. The Ping An Bank loan which was created pursuant to that certain Secured Facility Agreement dated April 28, 2017 and secured pursuant to that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing is not considered a Prior Encumbrance.

Mortgagee in making any payment hereby authorized: (i) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof or (ii) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

## ARTICLE 8

### ADDITIONAL PROVISIONS

Section 8.1 **Additional Definitions**. As used herein, the following terms shall have the following meanings:

“**Act**” means Illinois Condominium Property Act (765 ILCS 605 et seq), as same may be amended from time to time.

“**Association**” means the association or other entity to be formed to govern or act for the Condominium pursuant to the Condominium Declaration, if any.

“**Company**” means Parcel C LLC, a Delaware limited liability company.

“**Condominium**” means a condominium regime created pursuant to the Condominium Declaration which shall be comprised of approximately 393 Condominium Units, including the Collateral Condominium Units (defined in Mortgaged Property) and the Non-Condominium Property which will be added to the Condominium Declaration.

“**Condominium Declaration**” means that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants, and By-Laws for the Vista Residence Condominium Association dated November 6, 2020 by the Declarant, recorded on November 17, 2020, as Document Number 2032017121.

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“**Condominium Units**” means the “units” as defined in the Condominium Declaration including those not yet submitted to the Condominium Declaration. (Need to confirm definition in Condo Declaration)

“**Condominium Purchase Agreements**” means those certain purchase agreements (including amendments thereto) entered into by the Company or Manager and prospective purchasers of the condominium units within the condominium portion of the Project.

“**Declarant**” means the Company.

“**Deferred Amount Condominium Units**” means the Collateral Condominium Units.

“**Intercreditor Agreement**” has the meaning given to such term in the Notes.

“**Maturity Date**” has the meaning assigned to that term in the Notes.

“**Membership Interest Purchase Agreement**” means that certain Membership Interest Purchase and Sale Agreement dated July 24, 2020 by and between Mortgagee, as seller, and Magellan, as purchaser.

“**Mortgagor Related Parties**” means Mortgagor and its disclosed or undisclosed, direct and indirect managers, officers, trustees, partners, principals, members, employees, agents, affiliates, representatives, consultants, accountants, contractors, and attorneys or other advisors, and any successors or assigns of the foregoing. Mortgagor Related Parties include, without limitation, Magellan Project Services LLC, Magellan Development Group LLC, Magellan Marketing Group LLC, and their respective successors, assigns and affiliates.

“**Project Costs**” has the meaning assigned to that term in the Membership Interest Purchase Agreement.

“**REA**” means the Declaration of Covenants, Conditions, Restrictions and Easements of the Vista Tower at Lakeshore East recorded on the date hereof.

“**Replacement Financing**” has the meaning given such term in the Notes

“**Replacement Financing Lenders**” means JPMorgan Chase, N.A., in its capacities as lender and administrative agent under the Senior Loan (as defined in the Notes) and their respective successors and assigns, and West Street Strategic Solutions Fund I, L.P, as lender and administrative agent under the Mezzanine Loan (as defined in the Notes), and their respective successors and assigns.

“**Repayment in Full of the Replacement Financing**” has the meaning assigned to that term in the Notes.

“**Senior Obligation Satisfaction**” has the meaning assigned to that term in the Notes.

“**Wanda Restrictive Covenant**” means the Restrictive Covenant Agreement among Parcel C Manager LLC, Parcel C LLC, JP Morgan Chase Bank N.A and West Street Strategic

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Solutions Fund I, L.P which has been recorded against the Mortgaged Property as the same may be amended, replaced, supplemented, or otherwise modified from time to time in accordance with the terms hereof.

Section 8.2 **Terms of Payment.** The Loan shall be payable as follows:

(a) **Generally.** From and after the earlier of (i) five (5) years from the Closing Date and (ii) the occurrence of the Senior Obligation Satisfaction, the Loan must be repaid pursuant to this Section 8.2 Mortgagor shall repay the Loan from various sources, including, but not limited to (1) net proceeds of sales of Condominium Units (with respect to the Mortgaged Property, in accordance with the minimum release price described in Section 3.01(f)(ii) of the Membership Interest Purchase Agreement), including Condominium Units which are not part of the Mortgaged Property, (2) the sale of the Hotel (as defined in the Membership Interest Purchase Agreement) and Hotel operating revenue (net of all Hotel reasonable and customary operating expenses), and (3) proceeds from any future refinance of the Replacement Financing described in Section 3.01(e)(vii) of the Membership Interest Purchase Agreement in excess of amounts needed to repay the Replacement Financing. To the extent these revenue sources are available after the Replacement Financing has been paid in full, Mortgagor shall pay such funds (prior to the payment of any other party) towards repayment of the Loan, first with respect to the First Tranche Note until the same is repaid and then to the Second Tranche Note, irrespective of the Maturity Date with respect thereto. Notwithstanding anything to the contrary in the Membership Interest Purchase Agreement or the Related Documents, Mortgagee shall apply any and all proceeds from the disposition, transfer or liquidation of the Mortgaged Property to repay the Loan.

(b) **First Tranche Note.** From and after the earlier of Repayment in Full of the Replacement Financing, or the Maturity Date of the First Tranche Note, the First Tranche Note amount (including all interest earned thereon), shall be repaid. The First Tranche Note amount shall be subject to prepayment, at any time from time to time and without advance notice to Mortgagee, and without any prepayment penalties or fees (including without limitation, any 'make whole', increased fees, yield payments). Notwithstanding anything contained herein to the contrary, in no event shall any Condominium Unit that constitutes a part of the Mortgage Property be closed until the First Tranche Loan amount, and interest earned thereon, has been repaid in full.

(c) **Second Tranche Note.** From and after the earlier of the repayment in full of the First Tranche Note, or the Maturity Date of the Second Tranche Note, the Second Tranche Note amount (including all interest earned thereon) shall be repaid. The Second Tranche Note amount shall be subject to prepayment, at any time from time to time and without advance notice to Mortgagee, and without any prepayment penalties or fees (including without limitation, any 'make whole', increased fees, yield payments). After repayment of the First Tranche Note, repayment of the Second Tranche Note shall be made from the proceeds of the closing of the Mortgaged Property, in addition to the other revenue sources identified above. The minimum release price for each Condominium Unit constituting a part of the Mortgage Property is set forth in Schedule 3.01(f)(ii) of the Membership Interest Purchase Agreement; and the actual release price shall be the greater of such minimum release price and 93% of the gross sales price of the Condominium Unit constituting a part of the Mortgage Property. Mortgagor shall provide Mortgagee with at least thirty (30) days' notice of a proposed closing of a Condominium Unit

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constituting a part of the Mortgage Property, which notice shall include a copy of the Condominium Purchase Agreement for such Condominium Unit constituting a part of the Mortgage Property certified by Mortgagor to be true and complete; provided, however, that Mortgagee acknowledges (x) that closing dates for a Condominium Unit constituting a part of the Mortgage Property are likely to change within that thirty (30) day period, and (y) Mortgagor shall not be in default of this Mortgage or any Related Document if (1) Mortgagor provides thirty (30) days' notice but the closing is delayed beyond such thirty (30) days or (2) if closing of a Condominium Unit constituting a part of the Mortgage Property is canceled for any reason. Upon at least five (5) Business Days' prior written notice from Mortgagor of the pending closing of a Condominium Unit constituting a part of the Mortgage Property, Mortgagee shall promptly provide Escrowee (as defined in the Membership Purchase Agreement) a pay-off letter and partial release of this Mortgage both in form acceptable to Escrow Agent and the form agreed to by Mortgagor and Mortgagee.

Section 8.3 **Condominium Restrictions.** Until the full payment of the Loan, Mortgagor hereby represents, warrants and covenants on its behalf that:

(a) **Conveyance of the Property.** Until such time as Repayment in Full of the Replacement Financing Lenders, (1) Mortgagor shall not permit the closing of any sale of a Condominium Unit constituting a part of the Mortgage Property; and (2) Mortgagor shall be permitted to lease to Persons not affiliated with Mortgagor or any Mortgagor Related Parties any Condominium Unit constituting a part of the Mortgage Property (but excluding any Condominium Unit constituting a part of the Mortgage Property that is a penthouse unit) and the income from such rental (net of property taxes and homeowners' association dues) will be paid by Mortgagor to the Company, for the Company to pay down the Replacement Financing in accordance with the Cash Management Agreement and, upon Payment in Full of the Replacement Financing Lenders, Mortgagor shall use such rental (net of property taxes and homeowners' association dues) to pay down the Notes; and in no event may Mortgagor apply income from such rental to Project Costs. Any lease of a Deferred Amount Condominium Unit shall (x) be on the standard form approved by Mortgagee, (y) provide for rent at a rate approved by Mortgagee, such approval not to be unreasonably withheld, conditioned or delayed, and (z) shall be for a term that does not extend more than one (1) month beyond the Initial Maturity Date (as defined in the Notes), except with Mortgagee's prior written consent, which may be granted or withheld in Mortgagee's sole discretion. All such leases shall comply with the leasing requirements and restrictions set forth in the Condominium Declaration. To the extent Mortgagor collects security deposits, Mortgagor shall hold, in trust, all tenant security deposits in a segregated account to the extent required by applicable law, and, to the extent required by applicable law, shall not commingle any such funds with any other funds of Mortgagor. Within ten (10) days after the Mortgagee's request, Mortgagor shall furnish to the Mortgagee a statement of all tenant security deposits, and copies of all leases not previously delivered to the Mortgagee, certified by Mortgagor as being true and correct.

(b) **No Design or Construction Changes to Property.** Mortgagor shall not make any changes to the design or construction of the Deferred Amount Condominium Units without Mortgagee's prior written consent, such consent to not be unreasonably withheld, delayed or conditioned; provided however that Mortgagee's consent shall not be required for any upgrade or change selected by the purchaser of the applicable Deferred Amount Condominium Unit.

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(c) **Completion of the Property.** To the extent the construction of any Deferred Amount Condominium Unit is not complete as of the date of this Mortgage, Mortgagor shall cause the construction of the Deferred Amount Condominium Units, in accordance with the approved Plans and Permits therefor, to be completed so they are in move-in condition on substantially the same schedule as the other Condominium Units not included in the Mortgaged Property. All construction shall be performed in a good and workmanlike manner.

(d) **Submission of the Non-Condominium Property to the Illinois Condominium Property Act.** Mortgagor represents and warrants to Mortgagee that as of the date of this Mortgage, twenty (20) Deferred Amount Condominium Units have been submitted to the Act pursuant to the Condominium Declaration as of the date of this Mortgage. Mortgagor shall submit, or shall cause the Company to submit, the Non-Condominium Property to the Act under the 'add on' provisions of the Condominium Declaration ("**Condominium Submission**"). Such Condominium Submission shall be accomplished on substantially the same schedule as the other Condominium Units in the Project not included in the Mortgaged Property; provided, however that the Condominium Submission of all Non-Condominium Property shall be completed within six (6) months of the date of this Mortgage ("**Conversion Deadline**"). Mortgagor shall deposit, or shall cause Declarant or the Company, as applicable, to deposit, into escrow any and all documents, instruments, consents, assignments or affidavits necessary to effectuate the Condominium Submission of all Non-Condominium Property, except that Mortgagee's rights to effectuate the Condominium Submission are subject to Senior Lender's rights to do the same, provided that Senior Lender acts diligently and in good faith to promptly exercise such rights and adds the Non-Condominium Property located on the floor(s) at the time Senior Lender adds any additional units on such floor(s). If the Mortgagor fails to cause the Condominium Submission by the Conversion Deadline, Mortgagee is hereby authorized to effectuate the Condominium Submission (through recording of instruments or otherwise) on Mortgagor's behalf. Prior to any Condominium Submission, Mortgagor, at Mortgagor's sole cost and expense, shall take such steps so as to (a) cause the title company to issue a date down endorsement to Mortgagee's loan title insurance policy, insuring the first lien priority of the Loan on the newly-converted Collateral Condominium Unit free and clear of all other liens and security interests, and otherwise in form and substance acceptable to Mortgagee, and with such other endorsements or affirmative insurance coverages, and (b) confirm such Collateral Condominium Unit remains part of the Mortgaged Property by executing and delivering to Mortgagee such amendments to the Related Documents as Mortgagee shall reasonably request.

(e) **Association Property.** If the Association holds title to any property for the benefit or use of its members or shareholders, the Mortgaged Property also includes Mortgagor's interest in the Association and the uses, proceeds and benefits of Mortgagor's interest.

(f) **Condominium Obligations.** Mortgagor shall perform of all Mortgagor's obligations under the Condominium Declaration, including timely and prompt payment, when due, of all dues and assessments imposed pursuant to the Condominium Declaration.

(g) **Rights and Privileges.** Mortgagee shall have all the rights and privileges which Mortgagor has by virtue of the Act and the Condominium Declaration as though Mortgagee were in fact a "Unit Owner" as defined by the Act, including without limitation all

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voting rights accruing to Mortgagor under the terms of the Condominium Declaration; and upon the existence of an Event of Default, and so long as such default shall continue, Mortgagee may vote in the place of Mortgagor and may exercise any and all of said rights. Mortgagee hereby irrevocably appoints Mortgagor its attorney-in-fact, coupled with an interest, exercisable during the existence of an Event of Default, and so long as this Mortgage remains in effect, Mortgagee may vote as Mortgagor's proxy and act with respect to all of said rights while any such default shall continue. Written notice of default from Mortgagee to the Association shall be deemed conclusive as to the existence of such default and as to Mortgagee's rights and privileges hereunder. The provisions of this Section shall in no event render Mortgagee liable for any common charges or assessments required by the Condominium Declaration, or any resolution adopted pursuant to the Act, nor shall they cause Mortgagee to be deemed a declarant.

(h) **Mortgagee's Prior Consent.** Mortgagor shall keep the Condominium Declaration in full force and effect and shall cause the same to be enforced in accordance with the terms thereof. Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, either partition or subdivide the Mortgaged Property or consent to: (i) the abandonment or termination of the Condominium, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; and (ii) any material amendment to any provision of the Condominium Declaration, except for any 'add on' amendment (which amendment shall only submit additional property (including but not limited to the Mortgaged Property) to the Act and amend the Declaration as expressly relates to such submission), which shall be deemed approved by Mortgagee.

(i) **Remedies.** If Mortgagor does not pay assessments or any other amounts when due and owing pursuant to the Condominium Declaration, then Mortgagee may pay them. Any amounts disbursed by Mortgagee under this paragraph (i) shall become additional debt of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate in the Notes and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

Section 8.4 **Refinancing of the Replacement Financing.** Subject to the Intercreditor Agreement, Mortgagee shall have the right to approve, in Mortgagee's sole discretion, the terms of any subsequent refinance by the Company to replace the Replacement Financing; provided, however that Mortgagee shall be deemed to have approved any refinance of the Replacement Financing where: (1) the cost of funds of the refinance are no greater than the cost of funds under the Replacement Financing; (2) the principal amount of the subsequent refinance is not more than the outstanding principal balance of the Replacement Financing, unless any amount in excess of the then principal balance of the Replacement Financing is used to repay the Loan; (3) the term of the refinance would not extend past the respective Maturity Dates of the Notes, as may be extended pursuant to the terms set forth therein; and (4) such subsequent financing is on customary and reasonable commercial terms. Replacement Financing and any refinance of the Replacement Financing must allow Mortgagor to pay the Notes on their respective Maturity Dates and provide that such parties have no rights in the Mortgaged Property and cannot enforce as to any Deferred Amount Condominium Unit any rights in connection with the Replacement Financing, it being expressly understood that all proceeds from the sale, transfer or liquidation of the Deferred Amount Condominium Units must be used to satisfy the Loan. All relevant loan documents for the

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refinance of the Replacement Financing must be delivered to Mortgagee (or the then holder(s) of the Notes) sufficiently in advance to permit Mortgagee (or such holder(s)) to determine whether the foregoing criteria for deemed approval have been satisfied. In case of any dispute between the Parties if Mortgagee has determined that the four criteria for deemed approval have not been satisfied under this Section 8.4, Mortgagee will bear the burden of proof. Mortgagee, by its acceptance of this Mortgage, agrees to the provision of this Refinancing of the Replacement Financing paragraph.

Section 8.5 **Substitution Of Property**. Mortgagor may request in writing the removal of a Collateral Condominium Unit from the Mortgaged Property hereunder and substitution of a comparable Condominium Unit as collateral pursuant to the lien of this Mortgage, subject to Mortgagee's prior written consent, not to be unreasonably withheld, delayed or conditioned; provided, however, that Mortgagor's sole remedies for any unreasonably withholding of consent shall be specific performance and injunctive relief, and in no event may Mortgagor recover damages and, provided further, if Mortgagor asks to remove from the Mortgaged Property any Collateral Condominium Unit that is a penthouse unit, Mortgagee may grant or withhold such consent in its sole discretion. Mortgagor's request for substitution shall provide the anticipated terms for a sale of the applicable Collateral Condominium Unit. Mortgagee shall respond to Mortgagor's substitution request within five (5) Business Days and, to the extent Mortgagee does not reasonably consent to Mortgagor's proposed substitution Condominium Unit, Mortgagee shall notify Mortgagor of Condominium Units that Mortgagee deems an acceptable substitute for the Collateral Condominium Unit. Mortgagee and Mortgagor agree to work expeditiously and in good faith to agree upon Condominium Units to be substituted. Within ten (10) Business Days after Mortgagee and Mortgagor agree on the specific Condominium Units to be substituted, Mortgagee and Mortgagor shall execute an amendment to this Mortgage, which will release the applicable Collateral Condominium Unit from, and add the substitute Condominium Unit as a Collateral Condominium Unit to, the Mortgaged Property. Mortgagor shall pay all costs and expenses associated with such substitution, including the premium(s) for title insurance insuring the first priority of the Mortgage on the substituted Condominium Unit. Mortgagor shall reimburse Mortgagee for reasonable legal fees incurred in connection with documenting any substitution of a Condominium Unit up to a maximum of \$2,000 per Condominium Unit for the first requested substitution and a maximum of \$1,500 per Condominium Unit thereafter. Mortgagee, by its acceptance of this Mortgage, agrees to the terms of this substitution of Mortgaged Property.

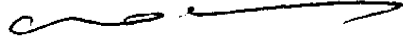
Section 8.6 **Senior Financing**. Mortgagee acknowledges the existence of certain senior debt on the Project pursuant to the Intercreditor Agreement. To the extent the Related Documents conflict with the Intercreditor Agreement, the Intercreditor Agreement shall control.

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EXECUTED as of the date first above written.

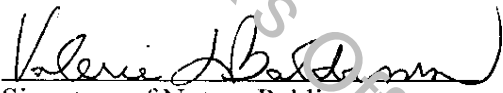
**PARCEL C MANAGER LLC**, a Delaware limited liability company

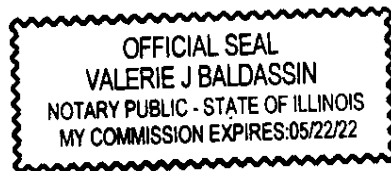
By:   
Name: David J. Carlin  
Title: Authorized Signatory

STATE OF IL )  
COUNTY OF COOK )

On Nov. 23, 2020 before me, Valerie J. Baldassin a Notary Public in and for said County and State, personally appeared David J. Carlin, the Authorized Signatory of **PARCEL C MANAGER LLC**, a Delaware limited liability company, who personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is/are) subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of Notary Public





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## SCHEDULE 3.7

### INSURANCE REQUIREMENTS

**A. Property Insurance.** Mortgagor shall keep the Mortgaged Property insured against damage by fire and the other hazards covered by a standard extended coverage and all-risk insurance policy for the full insurable value thereof on a replacement cost claim recovery basis, and shall maintain the following coverage (and such other property insurance as required by Mortgagee):

1. Special form coverage
2. Deductible shall not exceed \$25,000
3. Business Interruption: 12 months gross income plus 6 months Extended Period of Indemnity (“**EPI**”) (or actual loss sustained 12 months plus 6 months EPI)
4. Terrorism coverage not excluded and domestic acts of terrorism not excluded
5. Limited fungus coverage (when resulting from a covered peril)
6. Replacement cost
7. No coinsurance
8. Equipment breakdown coverage (boiler & machinery coverage)
9. Ordinance or law:
  - (a) Loss to the undamaged portion of the building (full insured value)
  - (b) Demolition
  - (c) Increased cost of construction
10. Sinkhole/Earth movement required for all assets
11. Wind/Hail required for all assets
  - (a) Deductible shall not exceed 5% of total insured value

**B. Flood Insurance.** Mortgagor shall keep the Mortgaged Property insured against loss by flood if the Mortgaged Property is located currently or at any time in the future in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994 (as such acts may from time to time be amended).

1. In an amount at least equal to the lesser of (a) the maximum amount of the Loan or (b) the maximum limit of coverage available under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994 (as such acts may from time to time be amended), as Mortgagee may approve in its sole discretion
2. The policy may be provided by the National Flood Insurance Program (“**NFIP**”) or through such other flood insurance provider that meets the NFIP's requirements, as Lender may approve in its sole discretion
3. Policy and related declaration page of such policy must state the proper special flood hazard area zone for the Mortgaged Property
4. Evidenced by payment of the premium due along with a copy of the completed flood insurance application or a copy of the declarations page of the policy

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**C. Liability Insurance.** Mortgagor shall maintain the following liability insurance with respect to the Mortgaged Property and such other liability insurance as required by Mortgagee:

1. Commercial general liability insurance
2. General liability deductible shall not exceed \$25,000
3. Minimum of \$5,000,000 per occurrence is required (may be provided as a combined primary and excess/umbrella limit)
4. Terrorism coverage not excluded and domestic acts of terrorism not excluded
5. The insurance required by this Section C is in addition to any liability insurance maintained by the Association.

**D. Insurance Certificates.** All certificates of insurance shall include the following information (in addition to the applicable insurance described above):

1. Mortgagor as named insured
2. Wanda Chicago Real Estate, LLC as Mortgagee and Loss Payee for Property Insurance and Additional Insured for Liability Insurance
3. Certificate Holder: Wanda Chicago Real Estate, LLC, 200 E. Randolph Street, Suite 5100, Chicago, Illinois, 60601 (please send renewal certificates via mail or email to: luizhaohui@wanda.cn)
4. Mortgaged Property address(es)
5. Current policy term (expiration at least 30 days after Closing Date)
6. Policy number
7. Deductible may not exceed \$25,000 (for general liability insurance, indicate on certificate if \$0 deductible)
8. Reported building value(s)
9. Replacement cost
10. Certificate must be signed by an authorized agent (signature required; no stamps)
11. Please attach to the certificates the cancellation provisions from policy (30 day notice of cancellation required)
12. Annual premiums for coverage as approved (including any amounts unpaid)

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## EXHIBIT A-1

### LEGAL DESCRIPTION OF THE COLLATERAL CONDOMINIUM UNITS

ALL UNITS (“UNITS”) SET FORTH IN SCHEDULE I ANNEXED HERETO AND MADE A PART HEREOF IN THE VISTA RESIDENCES CONDOMINIUM AS DEFINED AND SHOWN IN THE PLAT OF SURVEY ATTACHED TO, AND A PART OF THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE VISTA RESIDENCES CONDOMINIUM ASSOCIATION (“**DECLARATION**”) RECORDED NOVEMBER 17, 2020, AS DOCUMENT NUMBER 2032017121, TOGETHER WITH EACH UNITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AND BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## SCHEDULE I

Number	Ownership
1407	0.315301%
1408	0.866301%
1507	0.315294%
1508	0.857567%
1607	0.313767%
1703	0.800365%
1707	0.312472%
1803	0.808038%
1807	0.311413%
1908	0.808274%
2008	0.796290%
2206	0.789156%
2306	0.799610%
2308	0.781193%
2404	0.527526%
2408	0.797958%
2504	0.526493%
2508	0.814145%
2604	0.525460%
2608	0.827364%

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TOGETHER WITH:

## EASEMENT PARCEL A:

NON-EXCLUSIVE EASEMENTS INCLUDING EASEMENTS FOR ACCESS TO IMPROVEMENTS BEING CONSTRUCTED OVER TEMPORARY CONSTRUCTION EASEMENT AREAS, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON, OVER, THROUGH AND ACROSS THE STREETS, AND TO UTILIZE THE UTILITIES AND UTILITY EASEMENTS, ALL AS MORE PARTICULARLY DEFINED, DESCRIBED AND CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST MADE BY AND BETWEEN LAKESHORE EAST LLC, LAKESHORE EAST PARCEL P LLC, AND ASN LAKESHORE EAST LLC DATED AS OF JUNE 26, 2002 AND RECORDED JULY 2, 2002 AS DOCUMENT 0020732020, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF MARCH 3, 2003 AND RECORDED MARCH 7, 2003 AS DOCUMENT NUMBER 0030322531 AND AS FURTHER AMENDED BY SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 12, 2004 AND RECORDED NOVEMBER 19, 2004 AS DOCUMENT NUMBER 0432427091 AND RE-RECORDED ON JANUARY 19, 2005 AS DOCUMENT NUMBER 0501919098 AND THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC, DATED FEBRUARY 24, 2005 AND RECORDED FEBRUARY 25, 2005 AS DOCUMENT NUMBER 0505632009 AND FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF FEBRUARY 24, 2005 AND RECORDED FEBRUARY 25, 2005 AS DOCUMENT NUMBER 0505632012 AND BY THE FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF OCTOBER 27, 2006 AND RECORDED NOVEMBER 9, 2006 AS DOCUMENT 0631333004 AND SUBSEQUENTLY RE-RECORDED ON FEBRUARY 9, 2007 AS DOCUMENT 0704044062 AND AS SUPPLEMENTED BY NOTICE OF SATISFACTION OF CONDITIONS RELATED TO THE FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST LLC, DATED AS OF FEBRUARY 9, 2007 AND RECORDED MAY 22, 2007 AS DOCUMENT 0714222037 AND THE SIXTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF DECEMBER 20, 2007 AND RECORDED DECEMBER 21, 2007 AS DOCUMENT 0735531065 AND RE-RECORDED ON APRIL 8, 2008 AS DOCUMENT 0809910104 AND THE SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 13, 2008 AND RECORDED NOVEMBER 14, 2008 AS DOCUMENT 0831910034 AND THE EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER

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13, 2008 AND RECORDED NOVEMBER 14, 2008 AS DOCUMENT 0831910035 AND THE AMENDMENT TO EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF FEBRUARY 10, 2011 AND RECORDED FEBRUARY 15, 2011 AS DOCUMENT 1104616038 AND THE NINTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF JANUARY 10, 2011 AND RECORDED MARCH 17, 2011 AS DOCUMENT 1107644102 AND THE TENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF APRIL 18, 2013 AND RECORDED APRIL 23, 2013 AS DOCUMENT 1311318049 AND THE ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF JANUARY 16, 2014 AND RECORDED JANUARY 16, 2014 AS DOCUMENT NUMBER 1401644069 AND THE TWELFTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF APRIL 28, 2016 AND RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929091 AND THE AMENDED AND RESTATED TWELFTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF APRIL 30, 2018 AND RECORDED JULY 16, 2018 AS DOCUMENT NUMBER 1819744029 AND THIRTEENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF MARCH 29, 2019 AND RECORDED APRIL 1, 2019 AS DOCUMENT NUMBER 1909134079 AND FOURTEENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF SEPTEMBER 16, 2019 AND RECORDED SEPTEMBER 18, 2019 AS DOCUMENT NUMBER 1926117130 AND SCRIVENER'S AFFIDAVIT RECORDED SEPTEMBER 23, 2019 AS DOCUMENT NUMBER 1926617071 AND SCRIVENER'S AFFIDAVIT RECORDED MARCH 17, 2020 AS DOCUMENT NUMBER 2007717302 AND SEPARATE AGREEMENTS RELATING TO PARTICULAR LOTS IN LAKESHORE EAST RECORDED AS DOCUMENTS 0505632014 AS AFFECTED BY NOTICE OF SATISFACTION OF CONDITIONS RELATING TO FIFTH AMENDMENT RECORDED MAY 22, 2007 AS DOCUMENT NUMBER 0714222037 AND AS AFFECTED BY LETTER AGREEMENT AS EVIDENCED BY A MEMORANDUM OF AGREEMENT DATED APRIL 28, 2016 AND RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929090.

## **EASEMENT PARCEL B:**

EASEMENTS DESCRIBED AND CREATED BY EASEMENT AGREEMENT FOR BUILDING SUPPORTS AND UPPER LEVEL STREET IN FIELD BOULEVARD DATED APRIL 28, 2016 AND RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929086, BY AND BETWEEN THE CITY OF CHICAGO DEPARTMENT OF TRANSPORTATION AND LAKESHORE EAST LLC GRANTING AN EASEMENT UNDER, ON, OVER AND THROUGH THE EASEMENT AREAS DESCRIBED THEREIN FOR PURPOSES OF

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CONSTRUCTING AND MAINTAINING SUPPORT STRUCTURES AND FOR  
CONSTRUCTING AND MAINTAINING THE UPPER LEVEL STREET.

**EASEMENT PARCEL C:**

NON-EXCLUSIVE RECIPROCAL EASEMENTS AS DESCRIBED AND CREATED BY  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
MADE BY PARCEL C LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS  
DECLARANT DATED NOVEMBER 6, 2020 AND RECORDED NOVEMBER 17, 2020, AS  
DOCUMENT NUMBER 2032017120.

**EASEMENT PARCEL D:**

NON-EXCLUSIVE BENEFICIAL EASEMENT RIGHT OF USE AND ENJOYMENT IN AND  
TO THE PRIVILEGE AREAS AS MORE PARTICULARLY DEFINED, DESCRIBED AND  
CREATED BY AGREEMENT FOR WACKER DRIVE IMPROVEMENTS DATED APRIL 28,  
2016 AND RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929084.

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## EXHIBIT A-2

### PERMITTED EXCEPTIONS

1. General real estate taxes for the year 2020 and subsequent years, not yet due or payable.
2. Special assessment for the City of Chicago under warrant number 62456 for the installation of sanitary sewers, water mains, storm sewers, public park improvements and the right-of-way improvements for Lake Shore East Development, payable in semi-annual installments from years 2003 to 2032 (due on March 1 and September 1). First billing cycle scheduled for March 1, 2005. For billing and any other information, contact: BNY Mellon. Attention: Special Assessment Tax, 2001 Bryan Street, 10th floor, Dallas, Texas, 75201, phone number 512-236-6512
3. Terms, Provisions, Covenants, Conditions, Restrictions and Easements contained and Defined in Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East made by and among Lakeshore East LLC, Lakeshore East Parcel P LLC AND ASN Lakeshore East LLC, dated as of June 26, 2002 and recorded July 2, 2002 as document number 0020732020, including, but not limited to, the following: Easements for Construction, Street, Utilities, Pedestrian and Vehicular access improvements, maintenance, and parks; and Covenants, Conditions and Restrictions relating to Zoning compliance, use, subdivision, dedications and vacation, establishment of a Design review Committee, Administration of common elements, establishment of an association, common expenses, assessments and liens,  
  
First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East executed by Lakeshore East LLC dated as of March 3, 2003 and recorded March 7, 2003 as document 0030322531.  
  
Second Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements for Lakeshore East executed by Lakeshore East LLC dated as of November 12, 2004 and recorded November 19, 2004 as document 0432427091, and re-recorded January 19, 2005 as document number 0501919098.  
  
Third Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements for Lakeshore East executed by Lakeshore East LLC dated as of February 24, 2005 and recorded February 24, 2005 as document number 0505632009.  
  
Fourth Amendment to Declaration of Covenants, Restrictions, and Easements for Lakeshore East executed by Lakeshore East LLC dated as of February 24, 2005 and recorded February 25, 2005 as document 0505632012.  
  
Fifth Amendment to Declaration of Covenants, Restrictions, and Easements for Lakeshore East executed by Lakeshore East LLC dated as of October 27, 2006 and recorded November 9, 2006 as document 0631333004 and also re-recorded on February 9, 2007 as document 0704044062.  
  
Sixth Amendment to Declaration of Covenants, Restrictions, and Easements for Lakeshore East executed by Lakeshore East LLC dated as of December 20, 2007 and recorded December 21, 2007 as document 0735531065 and re-recorded April 8, 2008 as document 0809910104.



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Seventh Amendment to Declaration of Covenants, Restrictions, and Easements for Lakeshore East executed by Lakeshore East LLC dated as of November 13, 2008 and recorded November 14, 2008 as document 0831910034.

Eighth Amendment to Declaration of Covenants, Restrictions, and Easements for Lakeshore East executed by Lakeshore East LLC dated as of November 13, 2008 and recorded November 14, 2008 as document 0831910035.

Amendment To Eighth Amendment To Declaration Of Covenants, Restrictions, And Easements For Lakeshore East executed by Lakeshore East LLC dated as of February 10, 2011 and recorded February 15, 2011 as document 1104616038.

Ninth Amendment to Declaration of Covenants, Restrictions, and Easements for Lakeshore East executed by Lakeshore East LLC dated as of January 10, 2011 and recorded March 17, 2011 as document 1107644102.

Tenth Amendment To Declaration Of Covenants, Restrictions, And Easements For Lakeshore East executed by Lakeshore East LLC dated as of April 18, 2013 and recorded April 23, 2013 as document 1311318049.

The Eleventh Amendment To Declaration Of Covenants, Restrictions, And Easements For Lakeshore East executed by Lakeshore East LLC dated as of January 16, 2014 and recorded January 16, 2014 as document number 1401644060.

The Twelfth Amendment To Declaration Of Covenants, Restrictions, And Easements For Lakeshore East executed by Lakeshore East LLC dated as of April 28, 2016 and recorded April 28, 2016 as document number 1611929091.

Amended and Restated Twelfth Amendment To Declaration Of Covenants, Restrictions, And Easements For Lakeshore East executed by Lakeshore East LLC dated as of April 30, 2017 and recorded July 16, 2018 as document number 1819744029.

Thirteenth Amendment To Declaration Of Covenants, Restrictions, And Easements For Lakeshore East executed by Lakeshore East LLC dated as of March 29, 2019 and recorded April 1, 2019 as document number 1909134079.

Fourteenth Amendment To Declaration Of Covenants, Restrictions, And Easements For Lakeshore East executed by Lakeshore East LLC dated as of September 16, 2019 and recorded September 18, 2019 as document number 1926117130. Note: Scrivener's Affidavit recorded September 23, 2019 as document number 1926617071 and Scrivener's Affidavit recorded March 17, 2020 as document number 2007717302.

Separate Agreements Relating to particular lots in Lakeshore East recorded as documents 0505632014.

Notice of Satisfaction of Conditions relating to Fifth Amendment recorded May 22, 2007 as document number 0714222037.

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Note: Said instrument contains no provisions for a forfeiture or reversion of title in case of Breach of Condition.

(Affects all)

4. Easement to operate, maintain, repair, renew and replace underground facilities, with right of ingress and egress in favor of Peoples Energy as reserved by Ordinance passed by the City Council of the City of Chicago on December 4, 2002 and recorded March 4, 2003 as document 0030301040.

(Affects Parcels 1 and 2)

5. Dedication of public streets and alleys and lot restrictions affecting Lots above Field Boulevard and Public Alley as more particularly described on and as created by the Plat of Lakeshore East Subdivision recorded March 4, 2003 as document 0030301045, and the terms and provisions contained therein affecting the land.

(Affects Parcels 1 and 2)

6. Perpetual Easement for underground utilities and underground public service utility facilities in favor of the City of Chicago, and those entities authorized by the City of Chicago, and the terms and provisions thereof, all as more particularly described on and as created by the Plat of Lakeshore East Subdivision recorded March 4, 2003 as document 0030301045.

(Affects Parcels 1 and 2 and other Land)

7. Rights of public or quasi-public utilities and the City of Chicago, if any, in and to the 30 inch gas main located in vacated North Field Boulevard and a 22 foot wide sewer corridor and sewer mains along the north line of Lot 5, as shown in Survey by AES Services, Inc. dated December 28, 2016 and last revised on February 22, 2017; Job No. 501160042.

(Affects Parcels 1 and 2)

8. Terms, provisions, covenants and agreements contained in Memorandum Of Agreement dated April 28, 2016 and recorded April 28, 2016 as document number 1611929083 by and among Tides At Lakeshore East LLC, Shoreham Development Group LLC and Lakeshore East LLC, their respective heirs, successors and assigns, subject to the provisions of a Letter Agreement, as covenants running with the land.

(Affects Parcels 1 and 2)

9. Declaration Of Restrictive Covenant dated April 28, 2016 and recorded April 28, 2016 as document number 1611929083 by Lakeshore East LLC regarding lot restrictions to run with the land and the terms, covenants, restrictions and provisions contained therein.

(Affects Parcels 1 and 2)

10. Easement Agreement For Building Supports And Upper Level Street In Field Boulevard

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dated April 28, 2016 and recorded April 28, 2016 as document number 1611929086, by and between the City of Chicago

Department of Transportation and Lakeshore East LLC granting an easement under, on, over and through the easement areas described therein for purposes of constructing and maintaining Support Structures and for constructing and maintaining the upper level street, and the terms, covenants and provisions contained therein.

(Affects Parcels 1 and 2)

11. Easement For Use Of Upper Level Street On Lakeshore East Parcels And Shoreham Parcel dated April 28, 2016 and recorded April 28, 2016 as document number 1611929088 by and among Lakeshore East LLC, Shoreham Development Group LLC and the City of Chicago Department of Transportation for a perpetual easement in, over and through the easement parcels to utilize, and allow the public to utilize, the upper level street as a public way, and the terms, conditions and provisions contained therein. (Affects the land and other property)

(Affects Parcels 1 and 2)

12. Agreement For Wacker Drive Improvements dated April 28, 2016 and recorded April 28, 2016 as document number 1611929084 by and between the City of Chicago Department of Transportation and Lakeshore East LLC, their successors and assigns providing for Streetscape Improvements described therein, and the terms, mutual covenants and provisions contained therein.

(Affects Parcels 1 and 2)

13. Agreement Regarding Water Management Facilities dated April 28, 2016 and recorded April 28, 2016 as document number 1611929085 by and between the City of Chicago Department of Transportation and Lakeshore East LLC, its successors and/or assigns and the terms, mutual covenants and provisions contained therein.

(Affects Parcels 1 and 2)

14. Substitute Vacation And Dedication Ordinance recorded April 28, 2016 as document number 1611929080 by the City of Chicago providing for vacation of North Field Boulevard and dedication of land by Lakeshore East, LLC, and the terms and provisions contained therein.

Note: Release Of Com Ed Parcel 5B/5C Easement Reservation IN Field Boulevard Street Vacation Ordinance recorded July 29, 2016 as document number 1621134034.

(Affects Parcels 1 and 2)

15. Plat Of Dedication recorded April 28, 2016 as document number 1611929081 for public right-of-way. (Affects Parcels 1 and 2)

16. Plat Of Easement recorded April 28, 2016 as document number 1611929087.

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(Affects Parcels 1 and 2)

17. Plat Of Vacation recorded April 28, 2016 as document number 1611929082 vacating a portion N. Field Boulevard.

(Affects Parcels 1 and 2)

18. Plat Of Easement recorded April 28, 2016 as document number 1611929089. (Affects Parcels 1 and 2)

19. Note for information: Zoning Rights Allocation Agreement dated April 28, 2016 and recorded April 28, 2016 as document number 1611929093 from Lakeshore East LLC to Parcel C LLC, a Delaware limited liability company.

(Affects Parcels 1 and 2)

20. Com Ed Parcel 53/5C Easement Agreement dated July 20, 2016 and recorded July 29, 2016 as document number 1621134035 by and among Parcel C LLC, a Delaware limited liability company and Commonwealth Edison Company, an Illinois corporation for non-exclusive utility easements, and the terms, provisions, covenants and rights contained therein.

(Affects Parcels 1 and 2)

21. Certified Agreed Division Order (Gems World Academy and Wanda Hotel/Condo Site) recorded March 9, 2017 as document number 1706819031 and filed in Case 02 COSA 025 on March 2, 2017 in the Circuit Court of Cook County, Illinois. County Department, County Division and the terms and assessments contained therein.

Note: Affects the land and other property with respect to the City of Chicago Special Assessment Docket Number 58763 and Warrant Number 62456.

22. Terms, provisions, and conditions relating to the Easement described in Parcel 3, 4 and 5 contained in the instrument creating such Easement.

23. Rights of the adjoining owner or owners as to the concurrent use of the Easement described in Parcel 3, 4 and 5.

24. Provisions, conditions and limitations as created by and contained in the Illinois Condominium Property Act.

25. Terms, provisions, covenants, restrictions and options contained in and rights and easements established by the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Vista Residences Condominium Association recorded on November 17, 2020 as document number 2032017120, and as amended from time to time.

26. Restrictive Covenant Agreement dated November 24, 2020 and recorded on even date herewith as document number \_\_\_\_\_ by and between PARCEL C MANAGER LLC, a Delaware limited liability company ("Subordinate Owner"), and PARCEL C LLC, a Delaware

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limited liability company (“Owner”), JPMorgan Chase Bank, N.A., a banking association chartered under the laws of the United States of America (in its capacity as administrative agent, together with its successors and assigns, “Mortgage Agent”), and West Street Strategic Solutions Fund I, L.P (in its capacity as mezzanine administrative agent, together with its successors and assigns, “Mezzanine Agent”).

27. Encroachment of concrete overhang located mainly in N. Field Blvd. at intermediate and upper levels by 34.25', 0.31' and 0.42' as referenced on survey by James, Schaeffer & Schimming, dated January 5, 2020 and last revised November 18, 2020; Order Number 2019-27159-001.

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## EXHIBIT A-3

### LEGAL DESCRIPTION OF THE NON-CONDOMINIUM PROPERTY

#### UNIT PARCEL 4803

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +617.18 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.99 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°53'10" EAST ALONG THE SOUTH LINE OF SAID TRACT 65.00 FEET; THENCE SOUTH 89°54'21" EAST ALONG SAID SOUTH LINE 26.69 FEET; THENCE NORTH 00°05'39" EAST 48.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'50" EAST 0.50 FEET; THENCE NORTH 90°00'00" EAST 0.48 FEET; THENCE NORTH 00°06'50" EAST 4.13 FEET; THENCE NORTH 89°53'10" WEST 3.08 FEET; THENCE SOUTH 00°06'50" WEST 0.57 FEET; THENCE NORTH 89°53'10" WEST 0.49 FEET; THENCE NORTH 00°06'50" EAST 13.31 FEET; THENCE NORTH 89°53'10" WEST 16.35 FEET; THENCE NORTH 00°00'03" WEST 25.76 FEET; THENCE SOUTH 89°53'10" EAST 15.66 FEET; THENCE NORTH 01°11'56" EAST 2.80 FEET; THENCE NORTH 90°00'00" EAST 2.45 FEET; THENCE NORTH 00°06'51" EAST 3.06 FEET; THENCE SOUTH 89°53'10" EAST 9.21 FEET; THENCE SOUTH 00°06'50" WEST 8.06 FEET; THENCE NORTH 90°00'00" EAST 0.46 FEET; THENCE SOUTH 00°06'50" WEST 10.72 FEET; THENCE SOUTH 89°53'10" EAST 12.79 FEET; THENCE SOUTH 00°06'50" WEST 9.09 FEET; THENCE NORTH 90°00'00" EAST 10.31 FEET; THENCE SOUTH 00°00'00" EAST 5.00 FEET; THENCE NORTH 89°53'11" WEST 7.31 FEET; THENCE SOUTH 00°06'50" WEST 11.82 FEET; THENCE NORTH 89°53'10" WEST 3.00 FEET;

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THENCE SOUTH 00°14'55" WEST 4.53 FEET; THENCE NORTH 89°53'10" WEST 21.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## UNIT PARCEL 4806

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082), ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +617.18 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.99 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°53'10" EAST ALONG THE SOUTH LINE OF SAID TRACT 65.00 FEET; THENCE SOUTH 89°54'21" EAST ALONG SAID SOUTH LINE 51.02 FEET; THENCE NORTH 00°05'39" EAST 48.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'50" EAST 1.00 FEET; THENCE NORTH 90°00'00" EAST 0.81 FEET; THENCE NORTH 00°06'50" EAST 14.87 FEET; THENCE SOUTH 89°53'10" EAST 7.31 FEET; THENCE NORTH 00°06'50" EAST 7.02 FEET; THENCE NORTH 89°53'10" WEST 3.95 FEET; THENCE NORTH 00°06'50" EAST 0.80 FEET; THENCE NORTH 90°00'00" WEST 4.17 FEET; THENCE NORTH 00°06'50" EAST 7.30 FEET; THENCE NORTH 89°53'10" WEST 2.82 FEET; THENCE NORTH 00°06'50" EAST 12.85 FEET; THENCE SOUTH 89°53'10" EAST 11.11 FEET; THENCE NORTH 00°06'50" EAST 8.48 FEET; THENCE NORTH 90°00'00" EAST 1.22 FEET; THENCE NORTH 00°06'50" EAST 2.48 FEET; THENCE SOUTH 89°53'10" EAST 8.81 FEET; THENCE NORTH 00°06'50" EAST 6.88 FEET; THENCE NORTH 89°53'10" WEST 16.66 FEET; THENCE NORTH 00°00'00" WEST 3.25 FEET; THENCE NORTH 90°00'00" WEST 2.18 FEET; THENCE NORTH 00°06'50" EAST 9.64 FEET; THENCE NORTH 89°53'10" WEST 1.63 FEET; THENCE NORTH 00°06'50" EAST 10.00 FEET; THENCE NORTH 90°00'00" EAST 2.22 FEET; THENCE NORTH 00°06'50" EAST 4.61 FEET; THENCE SOUTH 89°53'10" EAST 58.32 FEET; THENCE SOUTH 00°06'50" WEST 3.74 FEET; THENCE SOUTH 89°53'10" EAST 3.25

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FEET; THENCE SOUTH 00°06'50" WEST 24.64 FEET; THENCE SOUTH 89°53'10" EAST 0.45 FEET; THENCE SOUTH 00°06'50" WEST 32.00 FEET; THENCE NORTH 89°53'10" WEST 0.45 FEET; THENCE SOUTH 00°06'50" WEST 23.90 FEET; THENCE NORTH 89°53'09" WEST 3.40 FEET; THENCE SOUTH 00°06'50" WEST 4.56 FEET; THENCE NORTH 89°53'09" WEST 27.96 FEET; THENCE NORTH 00°06'51" EAST 4.53 FEET; THENCE NORTH 89°53'09" WEST 2.91 FEET; THENCE SOUTH 00°06'51" WEST 4.09 FEET; THENCE SOUTH 89°53'09" EAST 0.20 FEET; THENCE SOUTH 00°06'51" WEST 0.51 FEET; THENCE NORTH 89°53'09" WEST 27.32 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## UNIT PARCEL 4903

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +627.86 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +618.66 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°53'10" EAST ALONG THE SOUTH LINE OF SAID TRACT 65.00 FEET; THENCE SOUTH 89°54'21" EAST ALONG SAID SOUTH LINE 27.11 FEET; THENCE NORTH 00°05'39" EAST 48.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°05'08" EAST 0.49 FEET; THENCE SOUTH 89°54'52" EAST 0.43 FEET; THENCE NORTH 00°05'08" EAST 4.02 FEET; THENCE NORTH 89°54'52" WEST 3.02 FEET; THENCE SOUTH 00°05'08" WEST 0.47 FEET; THENCE NORTH 90°00'00" WEST 0.50 FEET; THENCE NORTH 00°05'08" EAST 12.21 FEET; THENCE NORTH 89°54'52" WEST 17.01 FEET; THENCE NORTH 00°00'00" WEST 0.72 FEET; THENCE SOUTH 89°54'52" EAST 0.59 FEET; THENCE NORTH 00°05'08" EAST 25.81 FEET; THENCE SOUTH 89°54'52" EAST 15.66 FEET; THENCE NORTH 00°05'08"



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EAST 2.80 FEET; THENCE SOUTH 89°54'52" EAST 2.39 FEET; THENCE NORTH 00°05'08" EAST 3.18 FEET; THENCE NORTH 90°00'00" EAST 9.27 FEET; THENCE SOUTH 00°05'08" WEST 8.07 FEET; THENCE SOUTH 89°54'52" EAST 0.41 FEET; THENCE SOUTH 00°09'37" EAST 10.72 FEET; THENCE SOUTH 89°54'52" EAST 12.77 FEET; THENCE SOUTH 00°05'08" WEST 9.09 FEET; THENCE SOUTH 89°54'52" EAST 10.34 FEET; THENCE SOUTH 00°05'08" WEST 5.00 FEET; THENCE NORTH 89°54'52" WEST 7.34 FEET; THENCE SOUTH 00°05'08" WEST 11.25 FEET; THENCE NORTH 89°54'52" WEST 3.18 FEET; THENCE SOUTH 00°05'08" WEST 4.63 FEET; THENCE NORTH 89°54'52" WEST 20.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## UNIT PARCEL 4906

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +627.86 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +618.66 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°53'10" EAST ALONG THE SOUTH LINE OF SAID TRACT 65.00 FEET; THENCE SOUTH 89°54'21" EAST ALONG SAID SOUTH LINE 51.00 FEET; THENCE NORTH 00°05'39" EAST 48.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°05'08" EAST 1.00 FEET; THENCE SOUTH 89°54'52" EAST 0.76 FEET; THENCE NORTH 00°05'08" EAST 14.46 FEET; THENCE SOUTH 89°54'52" EAST 7.34 FEET; THENCE NORTH 00°05'08" EAST 7.00 FEET; THENCE NORTH 89°54'52" WEST 3.97 FEET; THENCE NORTH 00°05'08" EAST 0.80 FEET; THENCE NORTH 89°54'52" WEST 4.20 FEET; THENCE NORTH 00°05'08" EAST 7.30 FEET; THENCE NORTH 89°54'52" WEST 7.09 FEET; THENCE NORTH 00°05'08" EAST 15.96 FEET; THENCE SOUTH 89°54'52" EAST 4.13 FEET; THENCE SOUTH 00°05'08" WEST 3.10 FEET; THENCE SOUTH 89°54'52" EAST 11.22 FEET; THENCE

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NORTH 00°05'08" EAST 8.55 FEET; THENCE SOUTH 89°54'52" EAST 1.20 FEET; THENCE NORTH 00°05'08" EAST 2.48 FEET; THENCE SOUTH 89°54'52" EAST 1.50 FEET; THENCE NORTH 00°05'08" EAST 6.92 FEET; THENCE NORTH 89°54'52" WEST 9.37 FEET; THENCE NORTH 00°05'08" EAST 3.27 FEET; THENCE NORTH 89°54'52" WEST 2.16 FEET; THENCE NORTH 00°05'08" EAST 9.56 FEET; THENCE NORTH 89°54'52" WEST 1.67 FEET; THENCE NORTH 00°05'08" EAST 9.56 FEET; THENCE SOUTH 89°54'52" EAST 2.28 FEET; THENCE NORTH 00°05'08" EAST 4.58 FEET; THENCE SOUTH 89°54'52" EAST 27.31 FEET; THENCE SOUTH 00°05'08" WEST 4.58 FEET; THENCE SOUTH 89°54'52" EAST 2.63 FEET; THENCE NORTH 00°05'08" EAST 4.58 FEET; THENCE SOUTH 89°54'52" EAST 27.90 FEET; THENCE SOUTH 00°05'08" WEST 3.74 FEET; THENCE SOUTH 89°54'52" EAST 2.92 FEET; THENCE NORTH 00°05'08" EAST 0.10 FEET; THENCE SOUTH 89°54'52" EAST 0.50 FEET; THENCE SOUTH 00°05'08" WEST 24.47 FEET; THENCE SOUTH 89°54'52" EAST 0.20 FEET; THENCE SOUTH 00°05'08" WEST 32.00 FEET; THENCE NORTH 89°54'52" WEST 0.22 FEET; THENCE SOUTH 00°05'08" WEST 24.61 FEET; THENCE NORTH 89°54'52" WEST 0.53 FEET; THENCE NORTH 00°05'08" EAST 1.00 FEET; THENCE NORTH 89°54'52" WEST 3.28 FEET; THENCE SOUTH 00°05'08" WEST 4.62 FEET; THENCE NORTH 89°54'52" WEST 27.50 FEET; THENCE NORTH 00°05'08" EAST 4.57 FEET; THENCE NORTH 89°54'52" WEST 3.00 FEET; THENCE SOUTH 00°05'08" WEST 4.57 FEET; THENCE NORTH 89°54'52" WEST 26.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## UNIT PARCEL 5006

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +638.47 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +629.31 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°53'10" EAST ALONG THE SOUTH LINE OF SAID TRACT 65.00 FEET; THENCE SOUTH 89°54'21" EAST ALONG SAID SOUTH LINE 51.01 FEET; THENCE NORTH 00°05'39" EAST 48.85 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'52" EAST 0.99 FEET; THENCE SOUTH 89°53'08" EAST 0.70 FEET; THENCE NORTH 00°06'52" EAST 14.01 FEET; THENCE SOUTH 89°53'08" EAST 7.39 FEET; THENCE NORTH 00°06'52" EAST 7.05 FEET; THENCE NORTH 89°53'08" WEST 4.01 FEET; THENCE NORTH 00°06'52" EAST 0.85 FEET; THENCE NORTH 89°53'08" WEST 4.20 FEET; THENCE NORTH 00°06'52" EAST 7.26 FEET; THENCE NORTH 89°53'08" WEST 7.09 FEET; THENCE NORTH 00°06'52" EAST 15.93 FEET; THENCE SOUTH 89°53'08" EAST 4.11 FEET; THENCE SOUTH 00°06'52" WEST 3.07 FEET; THENCE SOUTH 89°53'08" EAST 11.17 FEET; THENCE NORTH 00°06'52" EAST 8.44 FEET; THENCE SOUTH 89°53'08" EAST 1.22 FEET; THENCE NORTH 00°06'52" EAST 2.48 FEET; THENCE SOUTH 89°53'08" EAST 1.50 FEET; THENCE NORTH 00°06'52" EAST 5.95 FEET; THENCE NORTH 89°53'08" WEST 9.40 FEET; THENCE NORTH 00°06'52" EAST 5.25 FEET; THENCE NORTH 89°53'08" WEST 2.22 FEET; THENCE NORTH 00°06'52" EAST 9.62 FEET; THENCE NORTH 89°53'08" WEST 1.68 FEET; THENCE NORTH 00°06'52" EAST 9.15 FEET; THENCE SOUTH 89°53'08" EAST 2.29 FEET; THENCE NORTH 00°06'52" EAST 4.62 FEET; THENCE SOUTH 89°53'08" EAST 27.27 FEET; THENCE SOUTH 00°06'52" WEST 4.43 FEET; THENCE SOUTH 89°53'08" EAST 2.69 FEET; THENCE NORTH 00°06'52" EAST 4.43 FEET; THENCE SOUTH 89°53'08" EAST 27.31 FEET; THENCE SOUTH 00°06'52" WEST 3.79 FEET; THENCE SOUTH 89°53'08" EAST 2.91 FEET; THENCE NORTH 00°06'52" EAST 0.24 FEET; THENCE SOUTH 89°53'08" EAST 0.51 FEET; THENCE SOUTH 00°06'52" WEST 24.11 FEET; THENCE SOUTH 89°53'10" EAST 0.45 FEET; THENCE SOUTH 00°06'52" WEST 32.00 FEET; THENCE NORTH 89°53'08" WEST 0.45 FEET; THENCE SOUTH 00°06'52" WEST 24.20 FEET; THENCE NORTH 89°53'08" WEST 0.51 FEET; THENCE NORTH 00°06'52" EAST 0.99 FEET; THENCE NORTH 89°53'08" WEST 3.27 FEET; THENCE SOUTH 00°06'52" WEST 4.49 FEET; THENCE NORTH 89°53'08" WEST 27.09 FEET; THENCE NORTH 00°06'52" EAST 4.57 FEET; THENCE NORTH 89°53'08" WEST 3.01 FEET; THENCE SOUTH 00°06'52" WEST 4.57 FEET; THENCE NORTH 89°53'08" WEST 27.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## UNIT PARCEL 5205

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

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ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +659.84 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +650.67 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°06'50" EAST ALONG THE WEST LINE OF SAID TRACT 148.72 FEET; THENCE SOUTH 89°53'10" EAST 51.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'10" EAST 8.95 FEET; THENCE SOUTH 00°06'50" WEST 0.62 FEET; THENCE NORTH 89°53'10" WEST 0.53 FEET; THENCE SOUTH 00°06'50" WEST 2.76 FEET; THENCE SOUTH 89°53'10" EAST 10.13 FEET; THENCE SOUTH 00°06'50" WEST 12.98 FEET; THENCE SOUTH 89°53'10" EAST 2.74 FEET; THENCE NORTH 00°06'50" EAST 15.80 FEET; THENCE NORTH 89°53'10" WEST 0.51 FEET; THENCE NORTH 00°06'50" EAST 0.50 FEET; THENCE SOUTH 89°53'10" EAST 14.20 FEET; THENCE SOUTH 00°06'50" WEST 0.50 FEET; THENCE NORTH 89°53'10" WEST 0.50 FEET; THENCE SOUTH 00°06'50" WEST 3.07 FEET; THENCE SOUTH 89°53'10" EAST 3.07 FEET; THENCE NORTH 00°06'50" EAST 0.50 FEET; THENCE SOUTH 89°53'10" EAST 0.51 FEET; THENCE SOUTH 00°06'50" WEST 10.17 FEET; THENCE SOUTH 89°53'10" EAST 23.74 FEET; THENCE SOUTH 00°06'50" WEST 4.64 FEET; THENCE SOUTH 89°53'10" EAST 2.18 FEET; THENCE SOUTH 00°06'50" WEST 10.83 FEET; THENCE NORTH 89°53'10" WEST 1.56 FEET; THENCE SOUTH 00°06'50" WEST 7.05 FEET; THENCE NORTH 89°53'10" WEST 2.21 FEET; THENCE SOUTH 00°06'50" WEST 3.28 FEET; THENCE NORTH 89°53'10" WEST 13.80 FEET; THENCE NORTH 00°06'50" EAST 0.83 FEET; THENCE NORTH 89°53'10" WEST 3.41 FEET; THENCE SOUTH 00°06'50" WEST 1.00 FEET; THENCE NORTH 89°53'10" WEST 2.00 FEET; THENCE NORTH 00°06'50" EAST 1.00 FEET; THENCE NORTH 89°53'10" WEST 5.87 FEET; THENCE SOUTH 00°06'50" WEST 1.00 FEET; THENCE NORTH 89°53'10" WEST 1.50 FEET; THENCE NORTH 00°06'50" EAST 1.56 FEET; THENCE NORTH 89°53'10" WEST 2.78 FEET; THENCE SOUTH 00°06'50" WEST 1.56 FEET; THENCE NORTH 89°53'10" WEST 7.30 FEET; THENCE NORTH 00°06'50" EAST 2.30 FEET; THENCE NORTH 89°53'10" WEST 2.20 FEET; THENCE NORTH 00°06'50" EAST 16.67 FEET; THENCE NORTH 89°53'10" WEST 2.75 FEET; THENCE SOUTH 00°06'50" WEST 6.89 FEET; THENCE NORTH 89°53'10" WEST 12.51 FEET; THENCE NORTH 00°06'50" EAST 0.47 FEET; THENCE NORTH 89°53'10" WEST 4.66 FEET; THENCE NORTH 00°06'50" EAST 8.81 FEET; THENCE NORTH 89°53'10" WEST 0.93 FEET; THENCE NORTH 00°06'50" EAST 17.29 FEET; THENCE NORTH 89°53'10" WEST

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0.50 FEET; THENCE NORTH 00°06'50" EAST 0.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## UNIT PARCEL 5301

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082) ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +670.53 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +661.35 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°53'10" EAST ALONG THE SOUTH LINE OF SAID TRACT 7.34 FEET; THENCE NORTH 00°06'50" EAST 63.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'50" EAST 0.53 FEET; THENCE SOUTH 89°53'10" EAST 0.54 FEET; THENCE NORTH 00°06'50" EAST 3.08 FEET; THENCE NORTH 89°53'10" WEST 3.12 FEET; THENCE SOUTH 00°06'50" WEST 0.54 FEET; THENCE NORTH 89°53'10" WEST 0.50 FEET; THENCE NORTH 00°06'50" EAST 30.82 FEET; THENCE NORTH 89°53'10" WEST 0.45 FEET; THENCE NORTH 00°06'50" EAST 18.00 FEET; THENCE SOUTH 89°53'10" EAST 0.45 FEET; THENCE NORTH 00°06'50" EAST 30.82 FEET; THENCE SOUTH 89°53'10" EAST 0.41 FEET; THENCE SOUTH 00°06'50" WEST 0.50 FEET; THENCE SOUTH 89°53'10" EAST 3.02 FEET; THENCE NORTH 00°06'50" EAST 3.02 FEET; THENCE NORTH 89°53'10" WEST 0.50 FEET; THENCE NORTH 00°06'50" EAST 0.41 FEET; THENCE SOUTH 89°53'10" EAST 16.22 FEET; THENCE SOUTH 00°06'50" WEST 0.15 FEET; THENCE NORTH 89°53'10" WEST 0.49 FEET; THENCE SOUTH 00°06'50" WEST 39.70 FEET; THENCE SOUTH 89°53'10" EAST 2.61 FEET; THENCE NORTH 00°06'50" EAST 36.66 FEET; THENCE SOUTH 89°53'10" EAST 10.05 FEET; THENCE NORTH 00°06'50" EAST 2.85 FEET; THENCE NORTH 89°53'10" WEST 0.50 FEET; THENCE NORTH 00°06'50" EAST 0.50 FEET; THENCE SOUTH 89°53'10" EAST 9.07 FEET; THENCE SOUTH 00°06'50" WEST 0.50 FEET;

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THENCE NORTH 89°53'10" WEST 0.50 FEET; THENCE SOUTH 00°06'50" WEST 2.85 FEET; THENCE SOUTH 89°53'10" EAST 7.75 FEET; THENCE SOUTH 00°06'50" WEST 20.93 FEET; THENCE NORTH 89°53'10" WEST 2.11 FEET; THENCE SOUTH 00°06'50" WEST 3.02 FEET; THENCE NORTH 89°53'10" WEST 4.90 FEET; THENCE NORTH 00°06'50" EAST 1.76 FEET; THENCE NORTH 89°53'10" WEST 1.20 FEET; THENCE SOUTH 00°06'50" WEST 3.00 FEET; THENCE NORTH 89°53'10" WEST 6.46 FEET; THENCE NORTH 00°06'50" EAST 0.33 FEET; THENCE NORTH 89°53'10" WEST 3.48 FEET; THENCE SOUTH 00°06'50" WEST 0.33 FEET; THENCE NORTH 89°53'10" WEST 3.57 FEET; THENCE SOUTH 00°06'50" WEST 11.39 FEET; THENCE SOUTH 89°53'10" EAST 1.04 FEET; THENCE SOUTH 00°06'50" WEST 6.39 FEET; THENCE SOUTH 89°53'10" EAST 1.36 FEET; THENCE SOUTH 00°06'50" WEST 3.28 FEET; THENCE NORTH 89°53'10" WEST 2.44 FEET; THENCE SOUTH 00°06'50" WEST 10.10 FEET; THENCE SOUTH 89°53'10" EAST 5.41 FEET; THENCE NORTH 00°06'50" EAST 1.33 FEET; THENCE SOUTH 89°53'10" EAST 16.82 FEET; THENCE SOUTH 00°06'50" WEST 7.34 FEET; THENCE NORTH 89°53'10" WEST 4.26 FEET; THENCE SOUTH 00°06'50" WEST 16.93 FEET; THENCE NORTH 89°53'10" WEST 3.85 FEET; THENCE SOUTH 00°06'50" WEST 2.95 FEET; THENCE SOUTH 89°53'10" EAST 0.50 FEET; THENCE SOUTH 00°06'50" WEST 0.64 FEET; THENCE NORTH 89°53'10" WEST 8.99 FEET; THENCE NORTH 00°06'50" EAST 0.68 FEET; THENCE SOUTH 89°53'10" EAST 0.50 FEET; THENCE NORTH 00°06'50" EAST 2.64 FEET; THENCE NORTH 89°53'10" WEST 10.04 FEET; THENCE NORTH 00°06'50" EAST 36.71 FEET; THENCE NORTH 89°53'10" WEST 2.65 FEET; THENCE SOUTH 00°06'50" WEST 39.57 FEET; THENCE SOUTH 89°53'10" EAST 0.50 FEET; THENCE SOUTH 00°06'50" WEST 0.53 FEET; THENCE NORTH 89°53'10" WEST 16.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## UNIT PARCEL 5305

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +670.53 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF

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+661.35 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°06'50" EAST ALONG THE WEST LINE OF SAID TRACT 148.92 FEET; THENCE SOUTH 89°53'10" EAST 51.60 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'10" EAST 9.08 FEET; THENCE SOUTH 00°06'50" WEST 0.50 FEET; THENCE NORTH 89°53'10" WEST 0.54 FEET; THENCE SOUTH 00°06'50" WEST 2.79 FEET; THENCE SOUTH 89°53'10" EAST 10.00 FEET; THENCE SOUTH 00°06'50" WEST 13.70 FEET; THENCE SOUTH 89°53'10" EAST 2.69 FEET; THENCE NORTH 00°06'50" EAST 16.17 FEET; THENCE NORTH 89°53'10" WEST 0.50 FEET; THENCE NORTH 00°06'50" EAST 0.50 FEET; THENCE SOUTH 89°53'10" EAST 14.67 FEET; THENCE SOUTH 00°06'50" WEST 0.51 FEET; THENCE NORTH 89°53'10" WEST 0.62 FEET; THENCE SOUTH 00°06'50" WEST 3.20 FEET; THENCE SOUTH 89°53'10" EAST 3.05 FEET; THENCE NORTH 00°06'50" EAST 0.49 FEET; THENCE SOUTH 89°53'10" EAST 0.52 FEET; THENCE SOUTH 00°06'50" WEST 11.02 FEET; THENCE SOUTH 89°53'10" EAST 23.32 FEET; THENCE SOUTH 00°06'50" WEST 3.59 FEET; THENCE SOUTH 89°53'10" EAST 2.16 FEET; THENCE SOUTH 00°06'50" WEST 11.42 FEET; THENCE NORTH 89°53'10" WEST 1.55 FEET; THENCE SOUTH 00°06'50" WEST 7.11 FEET; THENCE NORTH 89°53'10" WEST 2.22 FEET; THENCE SOUTH 00°06'50" WEST 3.22 FEET; THENCE NORTH 89°53'10" WEST 13.77 FEET; THENCE NORTH 00°06'50" EAST 0.83 FEET; THENCE NORTH 89°53'10" WEST 3.41 FEET; THENCE SOUTH 00°06'50" WEST 1.00 FEET; THENCE NORTH 89°53'10" WEST 2.00 FEET; THENCE NORTH 00°06'50" EAST 1.00 FEET; THENCE NORTH 89°53'10" WEST 5.89 FEET; THENCE SOUTH 00°06'50" WEST 1.00 FEET; THENCE NORTH 89°53'10" WEST 1.50 FEET; THENCE NORTH 00°06'50" EAST 1.56 FEET; THENCE NORTH 89°53'10" WEST 2.78 FEET; THENCE SOUTH 00°06'50" WEST 1.56 FEET; THENCE NORTH 89°53'10" WEST 7.30 FEET; THENCE NORTH 00°06'50" EAST 2.27 FEET; THENCE NORTH 89°53'10" WEST 2.21 FEET; THENCE NORTH 00°06'50" EAST 16.62 FEET; THENCE NORTH 89°53'10" WEST 2.69 FEET; THENCE SOUTH 00°06'50" WEST 7.03 FEET; THENCE NORTH 89°53'10" WEST 12.39 FEET; THENCE NORTH 00°06'50" EAST 0.47 FEET; THENCE NORTH 89°53'10" WEST 4.61 FEET; THENCE NORTH 00°06'50" EAST 8.81 FEET; THENCE NORTH 89°53'10" WEST 0.95 FEET; THENCE NORTH 00°06'50" EAST 17.74 FEET; THENCE NORTH 89°53'10" WEST 0.50 FEET; THENCE NORTH 00°06'50" EAST 0.54 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## UNIT PARCEL 5401

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD

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PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +681.11 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +671.93 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT THENCE SOUTH 89°53'10" EAST ALONG THE SOUTH LINE OF SAID TRACT 6.93 FEET; THENCE NORTH 00°06'50" EAST 63.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'50" EAST 0.52 FEET; THENCE SOUTH 89°53'10" EAST 0.48 FEET; THENCE NORTH 00°06'50" EAST 3.09 FEET; THENCE NORTH 89°53'10" WEST 3.07 FEET; THENCE SOUTH 00°06'50" WEST 0.56 FEET; THENCE NORTH 89°53'10" WEST 0.52 FEET; THENCE NORTH 00°06'50" EAST 31.24 FEET; THENCE NORTH 89°53'10" WEST 0.45 FEET; THENCE NORTH 00°06'50" EAST 18.00 FEET; THENCE SOUTH 89°53'10" EAST 0.45 FEET; THENCE NORTH 00°06'50" EAST 31.24 FEET; THENCE SOUTH 89°53'10" EAST 0.41 FEET; THENCE SOUTH 00°06'50" WEST 0.50 FEET; THENCE SOUTH 89°53'10" EAST 3.02 FEET; THENCE NORTH 00°06'50" EAST 3.02 FEET; THENCE NORTH 89°53'10" WEST 0.50 FEET; THENCE NORTH 00°06'50" EAST 0.41 FEET; THENCE SOUTH 89°53'10" EAST 16.64 FEET; THENCE SOUTH 00°06'50" WEST 0.15 FEET; THENCE NORTH 89°53'10" WEST 0.49 FEET; THENCE SOUTH 00°06'50" WEST 39.98 FEET; THENCE SOUTH 89°53'10" EAST 2.61 FEET; THENCE NORTH 00°06'50" EAST 32.12 FEET; THENCE SOUTH 89°53'10" EAST 10.00 FEET; THENCE NORTH 00°06'50" EAST 2.80 FEET; THENCE NORTH 89°53'10" WEST 0.50 FEET; THENCE NORTH 00°06'50" EAST 0.50 FEET; THENCE SOUTH 89°53'10" EAST 9.00 FEET; THENCE SOUTH 00°06'50" WEST 0.50 FEET; THENCE NORTH 89°53'10" WEST 0.50 FEET; THENCE SOUTH 00°06'50" WEST 2.80 FEET; THENCE SOUTH 89°53'10" EAST 7.84 FEET; THENCE SOUTH 00°06'50" WEST 21.39 FEET; THENCE NORTH 89°53'10" WEST 2.11 FEET; THENCE SOUTH 00°06'50" WEST 3.00 FEET; THENCE NORTH 89°53'10" WEST 4.92 FEET; THENCE NORTH 00°06'50" EAST 1.76 FEET; THENCE NORTH 89°53'10" WEST 1.20 FEET; THENCE SOUTH 00°06'50" WEST 3.00 FEET; THENCE NORTH 89°53'10" WEST 6.50 FEET; THENCE NORTH 00°06'50" EAST 0.33 FEET; THENCE NORTH 89°53'10" WEST 3.48 FEET; THENCE SOUTH 00°06'50" WEST 0.33 FEET; THENCE NORTH 89°53'10" WEST 3.57 FEET; THENCE SOUTH 00°06'50" WEST 11.34 FEET; THENCE SOUTH 89°53'10" EAST 1.04 FEET; THENCE SOUTH 00°06'50" WEST 6.37 FEET; THENCE SOUTH 89°53'10" EAST 2.03 FEET; THENCE SOUTH 00°06'50"



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WEST 3.42 FEET; THENCE NORTH 89°53'10" WEST 3.14 FEET; THENCE SOUTH 00°06'50" WEST 9.77 FEET; THENCE SOUTH 89°53'10" EAST 5.29 FEET; THENCE NORTH 00°06'50" EAST 1.33 FEET; THENCE SOUTH 89°53'10" EAST 16.82 FEET; THENCE SOUTH 00°06'50" WEST 7.31 FEET; THENCE NORTH 89°53'10" WEST 4.30 FEET; THENCE SOUTH 00°06'50" WEST 17.19 FEET; THENCE NORTH 89°53'10" WEST 3.92 FEET; THENCE SOUTH 00°06'50" WEST 2.94 FEET; THENCE SOUTH 89°53'10" EAST 0.50 FEET; THENCE SOUTH 00°06'50" WEST 0.50 FEET; THENCE NORTH 89°53'10" WEST 9.00 FEET; THENCE NORTH 00°06'50" EAST 0.50 FEET; THENCE SOUTH 89°53'10" EAST 0.50 FEET; THENCE NORTH 00°06'50" EAST 2.94 FEET; THENCE NORTH 89°53'10" WEST 10.04 FEET; THENCE NORTH 00°06'50" EAST 37.06 FEET; THENCE NORTH 89°53'10" WEST 2.63 FEET; THENCE SOUTH 00°06'50" WEST 40.00 FEET; THENCE SOUTH 89°53'10" EAST 0.50 FEET; THENCE SOUTH 00°06'50" WEST 0.50 FEET; THENCE NORTH 89°53'10" WEST 16.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## UNIT PARCEL 5403

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +681.11 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +671.93 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°53'10" EAST ALONG THE SOUTH LINE OF SAID TRACT 65.00 FEET; THENCE SOUTH 89°54'21" ALONG SAID SOUTH LINE EAST 29.19 FEET; THENCE NORTH 00°05'39" EAST 50.61 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'50" EAST 0.50 FEET; THENCE SOUTH 89°53'10" EAST 0.41 FEET; THENCE NORTH 00°06'50" EAST 3.12 FEET; THENCE NORTH 89°53'10" WEST 2.51 FEET; THENCE NORTH 00°06'50" EAST 0.38 FEET; THENCE NORTH 89°53'10" WEST 1.03 FEET; THENCE NORTH 00°06'50" EAST 8.35 FEET;

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THENCE NORTH 89°53'10" WEST 18.98 FEET; THENCE NORTH 00°06'50" EAST 0.50 FEET; THENCE SOUTH 89°53'10" EAST 0.50 FEET; THENCE NORTH 00°06'50" EAST 17.00 FEET; THENCE NORTH 89°53'10" WEST 2.72 FEET; THENCE SOUTH 00°06'50" WEST 13.96 FEET; THENCE NORTH 89°53'10" WEST 10.10 FEET; THENCE SOUTH 00°06'50" WEST 2.96 FEET; THENCE SOUTH 89°53'10" EAST 0.50 FEET; THENCE SOUTH 00°06'50" WEST 0.50 FEET; THENCE NORTH 89°53'10" WEST 8.99 FEET; THENCE NORTH 00°06'50" EAST 0.50 FEET; THENCE SOUTH 89°53'10" EAST 0.50 FEET; THENCE NORTH 00°06'50" EAST 2.96 FEET; THENCE NORTH 89°53'10" WEST 3.92 FEET; THENCE NORTH 00°06'50" EAST 16.72 FEET; THENCE SOUTH 89°53'10" EAST 4.91 FEET; THENCE NORTH 00°06'50" EAST 7.07 FEET; THENCE SOUTH 89°53'10" EAST 4.65 FEET; THENCE NORTH 00°06'50" EAST 0.77 FEET; THENCE SOUTH 89°53'10" EAST 12.37 FEET; THENCE SOUTH 00°06'50" WEST 6.91 FEET; THENCE SOUTH 89°53'10" EAST 2.72 FEET; THENCE NORTH 00°06'50" EAST 17.76 FEET; THENCE SOUTH 89°53'10" EAST 8.49 FEET; THENCE NORTH 00°06'50" EAST 1.00 FEET; THENCE SOUTH 89°53'10" EAST 14.45 FEET; THENCE SOUTH 00°06'50" WEST 5.46 FEET; THENCE SOUTH 89°53'10" EAST 2.45 FEET; THENCE SOUTH 00°06'50" WEST 18.72 FEET; THENCE SOUTH 89°53'10" EAST 5.95 FEET; THENCE SOUTH 00°06'50" WEST 1.33 FEET; THENCE SOUTH 89°53'10" EAST 6.70 FEET; THENCE SOUTH 00°06'50" WEST 2.21 FEET; THENCE SOUTH 89°53'10" EAST 2.85 FEET; THENCE SOUTH 00°06'50" WEST 5.32 FEET; THENCE SOUTH 89°53'10" EAST 2.83 FEET; THENCE SOUTH 00°06'50" WEST 15.45 FEET; THENCE NORTH 89°53'10" WEST 3.00 FEET; THENCE SOUTH 00°06'50" WEST 3.55 FEET; THENCE NORTH 89°53'10" WEST 19.99 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## **UNIT PARCEL 5405**

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW A

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HORIZONTAL PLANE HAVING AN ELEVATION OF +681.11 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +671.93 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°06'50" EAST ALONG THE WEST LINE OF SAID TRACT 149.33 FEET; THENCE SOUTH 89°53'10" EAST 51.59 FEET; TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'10" EAST 8.96 FEET; THENCE SOUTH 00°06'50" WEST 0.15 FEET; THENCE NORTH 89°53'10" WEST 0.48 FEET; THENCE SOUTH 00°06'50" WEST 2.95 FEET; THENCE SOUTH 89°53'10" EAST 10.00 FEET; THENCE SOUTH 00°06'50" WEST 13.73 FEET; THENCE SOUTH 89°53'10" EAST 2.69 FEET; THENCE NORTH 00°06'50" EAST 16.68 FEET; THENCE NORTH 89°53'10" WEST 0.50 FEET; THENCE NORTH 00°06'50" EAST 0.50 FEET; THENCE SOUTH 89°53'10" EAST 15.04 FEET; THENCE SOUTH 00°06'50" WEST 0.50 FEET; THENCE NORTH 89°53'10" WEST 0.57 FEET; THENCE SOUTH 00°06'50" WEST 3.12 FEET; THENCE SOUTH 89°53'10" EAST 3.11 FEET; THENCE NORTH 00°06'50" EAST 0.55 FEET; THENCE SOUTH 89°53'10" EAST 0.52 FEET; THENCE SOUTH 00°06'50" WEST 11.83 FEET; THENCE SOUTH 89°53'10" EAST 22.85 FEET; THENCE SOUTH 00°06'50" WEST 3.58 FEET; THENCE SOUTH 89°53'10" EAST 2.21 FEET; THENCE SOUTH 00°06'50" WEST 11.04 FEET; THENCE NORTH 89°53'10" WEST 1.62 FEET; THENCE SOUTH 00°06'50" WEST 7.14 FEET; THENCE NORTH 89°53'10" WEST 2.18 FEET; THENCE SOUTH 00°06'50" WEST 3.17 FEET; THENCE NORTH 89°53'10" WEST 13.78 FEET; THENCE NORTH 00°06'50" EAST 0.83 FEET; THENCE NORTH 89°53'10" WEST 3.41 FEET; THENCE SOUTH 00°06'50" WEST 1.00 FEET; THENCE NORTH 89°53'10" WEST 2.00 FEET; THENCE NORTH 00°06'50" EAST 1.00 FEET; THENCE NORTH 89°53'10" WEST 5.92 FEET; THENCE SOUTH 00°06'50" WEST 1.00 FEET; THENCE NORTH 89°53'10" WEST 1.50 FEET; THENCE NORTH 00°06'50" EAST 1.56 FEET; THENCE NORTH 89°53'10" WEST 2.78 FEET; THENCE SOUTH 00°06'50" WEST 1.56 FEET; THENCE NORTH 89°53'10" WEST 7.30 FEET; THENCE NORTH 00°06'50" EAST 2.30 FEET; THENCE NORTH 89°53'10" WEST 2.16 FEET; THENCE NORTH 00°06'50" EAST 16.62 FEET; THENCE NORTH 89°53'10" WEST 2.73 FEET; THENCE SOUTH 00°06'50" WEST 7.03 FEET; THENCE NORTH 89°53'10" WEST 12.42 FEET; THENCE NORTH 00°06'50" EAST 0.47 FEET; THENCE NORTH 89°53'10" WEST 4.65 FEET; THENCE NORTH 00°06'50" EAST 8.78 FEET; THENCE NORTH 89°53'10" WEST 0.95 FEET; THENCE NORTH 00°06'50" EAST 18.16 FEET; THENCE NORTH 89°53'10" WEST 0.50 FEET; THENCE NORTH 00°06'50" EAST 0.24 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## UNIT PARCEL 5501

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN

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ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +691.79 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +682.62 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°53'10" EAST ALONG THE SOUTH LINE OF SAID TRACT 6.51 FEET; THENCE NORTH 00°06'50" EAST 62.58 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'50" EAST 0.51 FEET; THENCE SOUTH 89°53'10" EAST 0.44 FEET; THENCE NORTH 00°06'50" EAST 3.11 FEET; THENCE NORTH 89°53'10" WEST 3.02 FEET; THENCE SOUTH 00°06'50" WEST 0.57 FEET; THENCE NORTH 89°53'10" WEST 0.49 FEET; THENCE NORTH 00°06'50" EAST 31.66 FEET; THENCE NORTH 89°53'10" WEST 0.45 FEET; THENCE NORTH 00°06'50" EAST 18.00 FEET; THENCE SOUTH 89°53'10" EAST 0.45 FEET; THENCE NORTH 00°06'50" EAST 31.65 FEET; THENCE SOUTH 89°53'10" EAST 0.41 FEET; THENCE SOUTH 00°06'50" WEST 0.50 FEET; THENCE SOUTH 89°53'10" EAST 3.02 FEET; THENCE NORTH 00°06'50" EAST 3.02 FEET; THENCE NORTH 89°53'10" WEST 0.50 FEET; THENCE NORTH 00°06'50" EAST 0.41 FEET; THENCE SOUTH 89°53'10" EAST 17.05 FEET; THENCE SOUTH 00°06'50" WEST 0.15 FEET; THENCE NORTH 89°53'10" WEST 0.49 FEET; THENCE SOUTH 00°06'50" WEST 40.44 FEET; THENCE SOUTH 89°53'10" EAST 2.61 FEET; THENCE NORTH 00°06'50" EAST 37.36 FEET; THENCE SOUTH 89°53'10" EAST 10.00 FEET; THENCE NORTH 00°06'50" EAST 2.22 FEET; THENCE NORTH 89°53'10" WEST 0.50 FEET; THENCE NORTH 00°06'50" EAST 0.67 FEET; THENCE SOUTH 89°53'10" EAST 8.98 FEET; THENCE SOUTH 00°06'50" WEST 0.67 FEET; THENCE NORTH 89°53'10" WEST 0.50 FEET; THENCE SOUTH 00°06'50" WEST 2.82 FEET; THENCE SOUTH 89°53'10" EAST 7.80 FEET; THENCE SOUTH 00°06'50" WEST 21.59 FEET; THENCE NORTH 89°53'10" WEST 2.11 FEET; THENCE SOUTH 00°06'50" WEST 2.99 FEET; THENCE NORTH 89°53'10" WEST 4.91 FEET; THENCE NORTH 00°06'50" EAST 1.20 FEET; THENCE NORTH 89°53'10" WEST 1.24 FEET; THENCE SOUTH 00°06'50" WEST 2.98 FEET; THENCE NORTH 89°53'10" WEST 6.46 FEET; THENCE NORTH 00°06'50" EAST 0.33 FEET; THENCE NORTH 89°53'10" WEST 3.48 FEET; THENCE SOUTH 00°06'50" WEST 0.33 FEET; THENCE NORTH 89°53'10" WEST 3.57 FEET; THENCE SOUTH 00°06'50" WEST

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11.41 FEET; THENCE SOUTH 89°53'10" EAST 1.04 FEET; THENCE SOUTH 00°06'50" WEST 6.39 FEET; THENCE SOUTH 89°53'10" EAST 2.07 FEET; THENCE SOUTH 00°06'50" WEST 3.46 FEET; THENCE NORTH 89°53'10" WEST 3.13 FEET; THENCE SOUTH 00°06'50" WEST 9.76 FEET; THENCE SOUTH 89°53'10" EAST 5.26 FEET; THENCE NORTH 00°06'50" EAST 1.38 FEET; THENCE SOUTH 89°53'10" EAST 16.82 FEET; THENCE SOUTH 00°06'50" WEST 7.33 FEET; THENCE NORTH 89°53'10" WEST 4.26 FEET; THENCE SOUTH 00°06'50" WEST 17.65 FEET; THENCE NORTH 89°53'10" WEST 3.84 FEET; THENCE SOUTH 00°06'50" WEST 2.75 FEET; THENCE SOUTH 89°53'10" EAST 0.50 FEET; THENCE SOUTH 00°06'50" WEST 0.71 FEET; THENCE NORTH 89°53'10" WEST 8.98 FEET; THENCE NORTH 00°06'50" EAST 0.71 FEET; THENCE SOUTH 89°53'10" EAST 0.50 FEET; THENCE NORTH 00°06'50" EAST 2.75 FEET; THENCE NORTH 89°53'10" WEST 10.00 FEET; THENCE NORTH 00°06'50" EAST 37.49 FEET; THENCE NORTH 89°53'10" WEST 2.65 FEET; THENCE SOUTH 00°06'50" WEST 40.44 FEET; THENCE SOUTH 89°53'10" EAST 0.69 FEET; THENCE SOUTH 00°06'50" WEST 0.51 FEET; THENCE NORTH 89°53'10" WEST 17.71 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## UNIT PARCEL 5503

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +691.79 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +682.62 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°53'10" EAST ALONG THE SOUTH LINE OF SAID TRACT 65.00 FEET; THENCE SOUTH 89°54'21" EAST ALONG SAID SOUTH LINE 29.61 FEET; THENCE NORTH 00°05'39" EAST 51.03 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'50" EAST 0.50 FEET; THENCE SOUTH 89°53'10" EAST 0.44 FEET; THENCE NORTH 00°06'50" EAST 3.12 FEET;

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THENCE NORTH 89°53'10" WEST 2.50 FEET; THENCE NORTH 00°06'50" EAST 0.49 FEET; THENCE NORTH 89°53'10" WEST 1.00 FEET; THENCE NORTH 00°06'50" EAST 7.56 FEET; THENCE NORTH 89°53'10" WEST 19.31 FEET; THENCE NORTH 00°06'50" EAST 0.50 FEET; THENCE SOUTH 89°53'10" EAST 0.50 FEET; THENCE NORTH 00°06'50" EAST 17.37 FEET; THENCE NORTH 89°53'10" WEST 2.73 FEET; THENCE SOUTH 00°06'50" WEST 14.47 FEET; THENCE NORTH 89°53'10" WEST 10.00 FEET; THENCE SOUTH 00°06'50" WEST 2.65 FEET; THENCE SOUTH 89°53'10" EAST 0.50 FEET; THENCE SOUTH 00°06'50" WEST 0.80 FEET; THENCE NORTH 89°53'10" WEST 8.98 FEET; THENCE NORTH 00°06'50" EAST 0.80 FEET; THENCE SOUTH 89°53'10" EAST 0.50 FEET; THENCE NORTH 00°06'50" EAST 2.65 FEET; THENCE NORTH 89°53'10" WEST 3.96 FEET; THENCE NORTH 00°06'50" EAST 17.18 FEET; THENCE SOUTH 89°53'10" EAST 4.81 FEET; THENCE NORTH 00°06'50" EAST 7.07 FEET; THENCE SOUTH 89°53'10" EAST 4.72 FEET; THENCE NORTH 00°06'50" EAST 0.77 FEET; THENCE SOUTH 89°53'10" EAST 12.37 FEET; THENCE SOUTH 00°06'50" WEST 6.91 FEET; THENCE SOUTH 89°53'10" EAST 2.73 FEET; THENCE NORTH 00°06'50" EAST 17.76 FEET; THENCE SOUTH 89°53'10" EAST 8.40 FEET; THENCE NORTH 00°06'50" EAST 1.00 FEET; THENCE SOUTH 89°53'10" EAST 14.16 FEET; THENCE SOUTH 00°06'50" WEST 5.45 FEET; THENCE SOUTH 89°53'10" EAST 2.49 FEET; THENCE SOUTH 00°06'50" WEST 18.84 FEET; THENCE SOUTH 89°53'10" EAST 5.97 FEET; THENCE SOUTH 00°06'50" WEST 1.39 FEET; THENCE SOUTH 89°53'10" EAST 6.69 FEET; THENCE SOUTH 00°06'50" WEST 2.27 FEET; THENCE SOUTH 89°53'10" EAST 2.82 FEET; THENCE SOUTH 00°06'50" WEST 5.24 FEET; THENCE SOUTH 89°53'10" EAST 2.84 FEET; THENCE SOUTH 00°06'50" WEST 14.98 FEET; THENCE NORTH 89°53'10" WEST 3.26 FEET; THENCE SOUTH 00°06'50" WEST 3.59 FEET; THENCE NORTH 89°53'10" WEST 18.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## UNIT PARCEL 7701

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW A

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HORIZONTAL PLANE HAVING AN ELEVATION OF +944.31 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +933.20 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°53'10" EAST ALONG THE SOUTH LINE OF SAID TRACT 7.17 FEET; THENCE NORTH 00°06'50" EAST 63.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'50" EAST 0.68 FEET; THENCE SOUTH 89°53'10" EAST 0.41 FEET; THENCE NORTH 00°06'50" EAST 2.62 FEET; THENCE NORTH 89°53'10" WEST 2.47 FEET; THENCE SOUTH 00°06'50" WEST 0.51 FEET; THENCE NORTH 89°53'10" WEST 0.69 FEET; THENCE NORTH 00°06'50" EAST 30.95 FEET; THENCE NORTH 89°53'10" WEST 0.45 FEET; THENCE NORTH 00°06'50" EAST 18.00 FEET; THENCE SOUTH 89°53'10" EAST 0.45 FEET; THENCE NORTH 00°06'50" EAST 30.95 FEET;; THENCE SOUTH 89°53'10" EAST 0.70 FEET; THENCE SOUTH 00°06'50" WEST 0.50 FEET; THENCE SOUTH 89°53'10" EAST 2.60 FEET; THENCE NORTH 00°06'50" EAST 2.60 FEET; THENCE NORTH 89°53'10" WEST 0.50 FEET; THENCE NORTH 00°06'50" EAST 0.70 FEET; THENCE SOUTH 89°53'10" EAST 18.71 FEET; THENCE SOUTH 00°06'50" WEST 28.40 FEET; THENCE NORTH 89°53'10" WEST 2.47 FEET; THENCE SOUTH 00°06'50" WEST 2.52 FEET; THENCE NORTH 89°53'10" WEST 1.19 FEET; THENCE SOUTH 00°06'50" WEST 3.62 FEET; THENCE SOUTH 89°53'10" EAST 0.90 FEET; THENCE SOUTH 00°06'50" WEST 18.62 FEET; THENCE NORTH 89°53'10" WEST 0.90 FEET; THENCE SOUTH 00°06'50" WEST 3.99 FEET; THENCE SOUTH 89°53'10" EAST 3.66 FEET; THENCE NORTH 00°06'50" EAST 28.75 FEET; THENCE SOUTH 89°53'10" EAST 4.55 FEET; THENCE SOUTH 89°53'10" EAST 9.60 FEET; THENCE NORTH 00°06'50" EAST 2.48 FEET; THENCE SOUTH 89°53'10" EAST 9.93 FEET; THENCE SOUTH 00°06'50" WEST 2.40 FEET; THENCE SOUTH 89°53'10" EAST 20.00 FEET; THENCE SOUTH 00°06'50" WEST 0.35 FEET; THENCE SOUTH 89°53'10" EAST 3.00 FEET; THENCE SOUTH 00°06'50" WEST 11.53 FEET; THENCE NORTH 89°53'10" WEST 2.40 FEET; THENCE SOUTH 00°06'50" WEST 5.03 FEET; THENCE SOUTH 89°53'10" EAST 2.40 FEET; THENCE SOUTH 00°06'50" WEST 11.60 FEET; THENCE NORTH 89°53'10" WEST 10.56 FEET; THENCE SOUTH 00°06'50" WEST 1.60 FEET; THENCE NORTH 89°53'10" WEST 1.86 FEET; THENCE NORTH 00°06'50" EAST 0.92 FEET; THENCE NORTH 89°53'10" WEST 10.13 FEET; THENCE SOUTH 00°06'50" WEST 7.53 FEET; THENCE NORTH 89°53'10" WEST 20.00 FEET; THENCE NORTH 00°06'50" EAST 12.27 FEET; THENCE NORTH 89°53'10" WEST 0.91 FEET; THENCE NORTH 00°06'50" EAST 7.38 FEET; THENCE SOUTH 89°53'10" EAST 2.68 FEET; THENCE NORTH 00°06'50" EAST 5.48 FEET; THENCE NORTH 89°53'10" WEST 1.75 FEET; THENCE NORTH 00°06'50" EAST 11.56 FEET; THENCE NORTH 89°53'10" WEST 4.55 FEET; THENCE NORTH 00°06'50" EAST 28.40 FEET; THENCE SOUTH 89°53'10" EAST 61.52 FEET; THENCE SOUTH 00°06'50" WEST 0.71 FEET; THENCE NORTH 89°53'10" WEST 0.41 FEET; THENCE SOUTH 00°06'50" WEST 2.38 FEET; THENCE SOUTH 89°53'10" EAST 2.38 FEET; THENCE NORTH 00°06'50" EAST

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0.50 FEET; THENCE SOUTH 89°53'10" EAST 0.50 FEET; THENCE SOUTH 00°06'50" WEST 31.22 FEET; THENCE SOUTH 89°53'10" EAST 0.45 FEET; THENCE SOUTH 00°06'50" WEST 18.00 FEET; THENCE NORTH 89°53'10" WEST 0.45 FEET; THENCE SOUTH 00°06'50" WEST 31.40 FEET; THENCE NORTH 89°53'10" WEST 0.71 FEET; THENCE NORTH 00°06'50" EAST 0.66 FEET; THENCE NORTH 89°53'10" WEST 2.60 FEET; THENCE SOUTH 00°06'50" WEST 2.60 FEET; THENCE SOUTH 89°53'10" EAST 0.65 FEET; THENCE SOUTH 00°06'50" WEST 0.75 FEET; THENCE NORTH 89°53'10" WEST 80.39 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## UNIT PARCEL 8601

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045:

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +1077.28 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +1066.16 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°53'10" EAST ALONG THE SOUTH LINE OF SAID TRACT 5.76 FEET; THENCE NORTH 00°06'50" EAST 62.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'49" EAST 0.15 FEET; THENCE SOUTH 89°53'11" EAST 0.38 FEET; THENCE NORTH 00°00'00" EAST 2.76 FEET; THENCE NORTH 90°00'00" WEST 2.67 FEET; THENCE SOUTH 00°06'53" WEST 0.51 FEET; THENCE NORTH 89°53'11" WEST 0.15 FEET; THENCE NORTH 00°06'50" EAST 32.41 FEET; THENCE NORTH 89°53'10" WEST 0.45 FEET; THENCE NORTH 00°06'50" EAST 18.00 FEET; THENCE SOUTH 89°53'10" EAST 0.45 FEET; THENCE NORTH 00°06'50" EAST 32.41 FEET;; THENCE SOUTH 89°53'11" EAST 0.32 FEET; THENCE SOUTH 00°06'49" WEST 0.50 FEET; THENCE SOUTH 89°53'11" EAST 2.53 FEET; THENCE NORTH 00°06'49" EAST 2.48 FEET; THENCE NORTH 89°53'11" WEST 0.50 FEET; THENCE NORTH 00°06'49" EAST 0.32 FEET; THENCE SOUTH 89°53'11" EAST



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20.17 FEET; THENCE SOUTH 00°06'49" WEST 29.42 FEET; THENCE NORTH 89°53'11" WEST 2.31 FEET; THENCE SOUTH 00°00'00" WEST 2.59 FEET; THENCE NORTH 89°53'13" WEST 1.16 FEET; THENCE SOUTH 00°06'49" WEST 3.44 FEET; THENCE SOUTH 89°53'11" EAST 0.95 FEET; THENCE SOUTH 00°06'49" WEST 18.59 FEET; THENCE NORTH 89°53'11" WEST 1.18 FEET; THENCE SOUTH 00°06'49" WEST 3.94 FEET; THENCE SOUTH 89°53'11" EAST 3.70 FEET; THENCE NORTH 00°06'49" EAST 28.56 FEET; THENCE SOUTH 89°53'11" EAST 4.55 FEET; THENCE SOUTH 89°53'11" EAST 9.66 FEET; THENCE NORTH 00°00'00" EAST 2.50 FEET; THENCE SOUTH 89°53'11" EAST 9.92 FEET; THENCE SOUTH 00°06'49" WEST 2.38 FEET; THENCE SOUTH 89°53'11" EAST 19.97 FEET; THENCE SOUTH 00°06'49" WEST 0.33 FEET; THENCE SOUTH 89°53'11" EAST 2.99 FEET; THENCE SOUTH 00°06'49" WEST 11.61 FEET; THENCE NORTH 89°53'11" WEST 2.47 FEET; THENCE SOUTH 00°06'49" WEST 4.96 FEET; THENCE SOUTH 89°53'11" EAST 2.47 FEET; THENCE SOUTH 00°06'49" WEST 11.55 FEET; THENCE NORTH 89°53'11" WEST 10.52 FEET; THENCE SOUTH 00°06'49" WEST 1.66 FEET; THENCE NORTH 89°53'11" WEST 1.90 FEET; THENCE NORTH 00°06'49" EAST 0.89 FEET; THENCE NORTH 89°53'11" WEST 10.11 FEET; THENCE SOUTH 00°00'00" WEST 7.57 FEET; THENCE NORTH 89°53'11" WEST 20.00 FEET; THENCE NORTH 00°06'49" EAST 12.21 FEET; THENCE NORTH 89°53'11" WEST 0.92 FEET; THENCE NORTH 00°06'49" EAST 7.30 FEET; THENCE SOUTH 90°00'00" EAST 2.66 FEET; THENCE NORTH 00°06'49" EAST 5.46 FEET; THENCE NORTH 89°53'11" WEST 1.75 FEET; THENCE NORTH 00°06'49" EAST 11.70 FEET; THENCE NORTH 89°53'11" WEST 4.55 FEET; THENCE NORTH 00°06'49" EAST 29.42 FEET; THENCE SOUTH 89°53'11" EAST 62.64 FEET; THENCE SOUTH 00°06'49" WEST 0.68 FEET; THENCE NORTH 89°53'11" WEST 0.49 FEET; THENCE SOUTH 00°06'49" WEST 2.53 FEET; THENCE SOUTH 89°53'11" EAST 2.53 FEET; THENCE NORTH 00°06'49" EAST 0.47 FEET; THENCE SOUTH 89°53'11" EAST 0.70 FEET; THENCE SOUTH 00°06'50" WEST 32.41 FEET; THENCE SOUTH 89°53'10" EAST 0.45 FEET; THENCE SOUTH 00°06'50" WEST 18.00 FEET; THENCE NORTH 89°53'10" WEST 0.45 FEET; THENCE SOUTH 00°06'53" WEST 32.41 FEET;; THENCE NORTH 89°53'11" WEST 0.70 FEET; THENCE NORTH 00°06'49" EAST 0.57 FEET; THENCE NORTH 89°53'11" WEST 2.51 FEET; THENCE SOUTH 00°06'49" WEST 2.61 FEET; THENCE SOUTH 89°53'11" EAST 0.46 FEET; THENCE SOUTH 00°06'49" WEST 0.63 FEET; THENCE NORTH 89°53'11" WEST 82.64 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## UNIT PARCEL 8901

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD

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PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +1115.25 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +1104.15 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°53'10" EAST ALONG THE SOUTH LINE OF SAID TRACT 7.01 FEET; THENCE NORTH 00°06'50" EAST 63.66 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'50" EAST 0.69 FEET; THENCE SOUTH 89°53'10" EAST 0.41 FEET; THENCE NORTH 00°06'50" EAST 2.60 FEET; THENCE NORTH 89°53'10" WEST 2.52 FEET; THENCE SOUTH 00°06'50" WEST 0.57 FEET; THENCE NORTH 89°53'10" WEST 0.69 FEET; THENCE NORTH 00°06'50" EAST 31.16 FEET; THENCE NORTH 89°53'10" WEST 0.45 FEET; THENCE NORTH 00°06'50" EAST 18.00 FEET; THENCE SOUTH 89°53'10" EAST 0.45 FEET; THENCE NORTH 00°06'50" EAST 31.16 FEET; THENCE SOUTH 89°53'10" EAST 0.17 FEET; THENCE SOUTH 00°06'50" WEST 0.50 FEET; THENCE SOUTH 89°53'10" EAST 2.69 FEET; THENCE NORTH 00°06'50" EAST 2.69 FEET; THENCE NORTH 89°53'10" WEST 0.50 FEET; THENCE NORTH 00°06'50" EAST 0.17 FEET; THENCE SOUTH 89°53'10" EAST 18.92 FEET; THENCE SOUTH 00°06'50" WEST 28.17 FEET; THENCE NORTH 89°53'10" WEST 2.47 FEET; THENCE SOUTH 00°06'50" WEST 2.62 FEET; THENCE NORTH 89°53'10" WEST 1.19 FEET; THENCE SOUTH 00°06'50" WEST 3.64 FEET; THENCE SOUTH 89°53'10" EAST 0.95 FEET; THENCE SOUTH 00°06'50" WEST 18.62 FEET; THENCE NORTH 89°53'10" WEST 0.95 FEET; THENCE SOUTH 00°06'50" WEST 3.95 FEET; THENCE SOUTH 89°53'10" EAST 3.72 FEET; THENCE NORTH 00°06'50" EAST 28.62 FEET; THENCE SOUTH 89°53'10" EAST 4.55 FEET; THENCE SOUTH 89°53'10" EAST 9.67 FEET; THENCE NORTH 00°06'50" EAST 2.53 FEET; THENCE SOUTH 89°53'10" EAST 9.89 FEET; THENCE SOUTH 00°06'50" WEST 2.37 FEET; THENCE SOUTH 89°53'10" EAST 20.07 FEET; THENCE SOUTH 00°06'50" WEST 0.30 FEET; THENCE SOUTH 89°53'10" EAST 2.94 FEET; THENCE SOUTH 00°27'33" WEST 11.62 FEET; THENCE NORTH 89°53'10" WEST 2.45 FEET; THENCE SOUTH 00°06'50" WEST 4.97 FEET; THENCE SOUTH 89°53'10" EAST 2.45 FEET; THENCE SOUTH 00°06'50" WEST 11.56 FEET; THENCE NORTH 89°53'10" WEST 10.56 FEET; THENCE SOUTH 00°06'50" WEST 1.65 FEET; THENCE NORTH 89°53'10" WEST 1.90 FEET; THENCE NORTH 00°06'50" EAST 0.92 FEET; THENCE NORTH 89°53'10" WEST 10.15 FEET; THENCE SOUTH 00°06'50" WEST 7.57 FEET; THENCE NORTH

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89°53'10" WEST 19.93 FEET; THENCE NORTH 00°06'50" EAST 12.12 FEET; THENCE NORTH 89°53'10" WEST 0.95 FEET; THENCE NORTH 00°06'50" EAST 7.38 FEET; THENCE SOUTH 89°53'10" EAST 2.67 FEET; THENCE NORTH 00°06'50" EAST 5.47 FEET; THENCE NORTH 89°53'10" WEST 1.75 FEET; THENCE NORTH 00°06'50" EAST 11.62 FEET; THENCE NORTH 89°53'10" WEST 4.55 FEET; THENCE NORTH 00°06'50" EAST 28.17 FEET; THENCE SOUTH 89°53'10" EAST 61.21 FEET; THENCE SOUTH 00°06'50" WEST 0.71 FEET; THENCE NORTH 89°53'10" WEST 0.54 FEET; THENCE SOUTH 00°06'50" WEST 2.69 FEET; THENCE SOUTH 89°53'10" EAST 2.57 FEET; THENCE NORTH 00°06'50" EAST 0.44 FEET; THENCE SOUTH 89°53'10" EAST 0.71 FEET; THENCE SOUTH 00°06'50" WEST 31.16 FEET; THENCE SOUTH 89°53'10" EAST 0.45 FEET; THENCE SOUTH 00°06'50" WEST 18.00 FEET; THENCE NORTH 89°53'10" WEST 0.45 FEET; THENCE SOUTH 00°06'50" WEST 31.16 FEET; THENCE NORTH 89°53'10" WEST 0.68 FEET; THENCE NORTH 00°06'50" EAST 0.51 FEET; THENCE NORTH 89°53'10" WEST 2.66 FEET; THENCE SOUTH 00°06'50" WEST 2.57 FEET; THENCE SOUTH 89°53'10" EAST 0.63 FEET; THENCE SOUTH 00°06'50" WEST 0.69 FEET; THENCE NORTH 89°53'10" WEST 80.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## UNIT PARCEL 9201

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +1158.84 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +1142.09 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°53'10" EAST ALONG THE SOUTH LINE OF SAID TRACT 5.91 FEET; THENCE NORTH 00°06'50" EAST 64.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'50" EAST 32.26 FEET; THENCE NORTH 89°53'10" WEST 0.45 FEET; THENCE NORTH

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00°06'50" EAST 18.00 FEET; THENCE SOUTH 89°53'10" EAST 0.45 FEET; THENCE NORTH 00°06'50" EAST 32.26 FEET; THENCE SOUTH 89°53'10" EAST 19.46 FEET; THENCE SOUTH 00°06'50" WEST 27.21 FEET; THENCE NORTH 89°53'10" WEST 2.00 FEET; THENCE SOUTH 00°06'50" WEST 28.06 FEET; THENCE SOUTH 89°53'10" EAST 2.00 FEET; THENCE NORTH 00°06'50" EAST 28.06 FEET; THENCE SOUTH 89°53'10" EAST 5.08 FEET; THENCE SOUTH 89°53'10" EAST 42.00 FEET; THENCE SOUTH 00°06'50" WEST 11.33 FEET; THENCE NORTH 89°53'10" WEST 1.97 FEET; THENCE SOUTH 00°06'50" WEST 5.29 FEET; THENCE SOUTH 89°53'10" EAST 1.97 FEET; THENCE SOUTH 00°06'50" WEST 11.41 FEET; THENCE NORTH 89°53'10" WEST 6.03 FEET; THENCE SOUTH 00°06'50" WEST 3.98 FEET; THENCE NORTH 89°53'10" WEST 18.34 FEET; THENCE SOUTH 00°06'50" WEST 4.34 FEET; THENCE NORTH 89°53'10" WEST 17.54 FEET; THENCE NORTH 00°06'50" EAST 12.22 FEET; THENCE NORTH 89°53'10" WEST 0.94 FEET; THENCE NORTH 00°06'50" EAST 7.44 FEET; THENCE SOUTH 89°53'10" EAST 2.57 FEET; THENCE NORTH 00°06'50" EAST 5.45 FEET; THENCE NORTH 89°53'10" WEST 1.72 FEET; THENCE NORTH 00°06'50" EAST 11.24 FEET; THENCE NORTH 89°53'10" WEST 5.08 FEET; THENCE NORTH 00°06'50" EAST 27.21 FEET; THENCE SOUTH 89°53'10" EAST 63.06 FEET; THENCE SOUTH 00°06'50" WEST 32.26 FEET; THENCE SOUTH 89°53'10" EAST 0.45 FEET; THENCE SOUTH 00°06'50" WEST 18.00 FEET; THENCE NORTH 89°53'10" WEST 0.45 FEET; THENCE SOUTH 00°06'50" WEST 32.26 FEET; THENCE NORTH 89°53'10" WEST 82.55 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## UNIT PARCEL 9201A

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +1150.58 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +1142.09 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°53'10" EAST ALONG THE SOUTH LINE OF SAID TRACT 65.00 FEET; THENCE SOUTH 89°54'21" EAST ALONG SAID SOUTH LINE 1.42 FEET; THENCE NORTH 00°06'50" EAST 92.19 FEET; TO THE POINT OF BEGINNING; THENCE SOUTH 00°06'50" WEST 3.98 FEET; THENCE NORTH 89°53'10" WEST 6.38 FEET; THENCE NORTH 00°06'50" EAST 3.98 FEET; THENCE SOUTH 89°53'10" EAST 6.38 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## UNIT PARCEL 9201B

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKE SHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045.

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW AN INCLINE PLANE ESTABLISHED BY THE HEREINAFTER DESCRIBED POINTS 'A', 'B' AND 'C', LYING ON SAID PLANE AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +1142.09 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°53'10" EAST ALONG THE SOUTH LINE OF SAID TRACT 60.04 FEET;

THENCE NORTH 00°06'50" EAST 88.20 FEET TO THE AFOREMENTIONED POINT 'A', HAVING AN ELEVATION OF +1150.58 FEET CHICAGO CITY DATUM, SAID POINT BEING ALSO THE POINT OF BEGINNING; THENCE NORTH 89°53'10" WEST 11.96 FEET TO THE AFOREMENTIONED POINT 'B', HAVING AN ELEVATION OF +1158.42 FEET CHICAGO CITY DATUM; THENCE NORTH 00°06'50" EAST 3.98 FEET TO THE AFOREMENTIONED POINT 'C', HAVING AN ELEVATION OF +1158.42 FEET CHICAGO CITY DATUM; THENCE SOUTH 89°53'10" EAST 11.96 FEET; THENCE SOUTH 00°06'50" WEST 3.98 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## UNIT PARCEL 9201C

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THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +1160.49 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +1158.84 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°53'10" EAST ALONG THE SOUTH LINE OF SAID TRACT 45.57 FEET; THENCE NORTH 00°06'50" EAST 124.83 FEET; TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'10" EAST 15.10 FEET; THENCE SOUTH 00°06'50" WEST 4.17 FEET; THENCE NORTH 89°53'10" WEST 15.10 FEET; THENCE NORTH 00°06'50" EAST 4.17 FEET; TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## **UNIT PARCEL 9201D**

THAT PART OF LOT 5 (EXCEPT THE EAST 20.00 FEET AND THE WEST 125.00 FEET THEREOF) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045;

ALSO THAT PART OF NORTH FIELD BOULEVARD VACATED ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929082;

(EXCEPTING THEREFROM THAT PART OF SAID LOT 5 DEDICATED FOR PUBLIC RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929081), ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +1171.99 FEET CHICAGO CITY

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DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +1160.49 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°06'50" EAST ALONG THE WEST LINE OF SAID TRACT 147.17 FEET; THENCE SOUTH 89°53'10" EAST 24.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'10" EAST 46.75 FEET; THENCE SOUTH 00°06'50" WEST 26.80 FEET; THENCE NORTH 89°53'10" WEST 46.75 FEET; THENCE NORTH 00°06'50" EAST 26.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND:

**LESS AND EXCEPT** ALL STRUCTURAL COMPONENTS OF ANY BUILDING, INCLUDING ANY BUILDING ENVELOPE. THE TERM "STRUCTURAL COMPONENTS" SHALL INCLUDE ALL STRUCTURAL COLUMNS, LATERAL AND SUBJACENT SUPPORTS, OR PIPES, WIRES, CONDUITS, DUCTS, FLUES, SHAFTS, OR PUBLIC UTILITY LINES RUNNING THROUGH ALL OR ANY PORTION OF THE COMPONENT PARCELS, INCLUDING, WITHOUT LIMITATION, ANY SPACE ENCLOSED AND BOUNDED BY HORIZONTAL AND VERTICAL PLANES, INCLUDING, WITHOUT LIMITATION, PIPES, DUCTS, FLUES, CHUTES, CONDUITS, WIRES, AND OTHER UTILITY, HEATING, COOLING OR VENTILATION SYSTEMS OR EQUIPMENT, STAIRWAYS AND ELEVATORS A PART OF ANY SYSTEM UNLESS SPECIFICALLY RESERVED FOR THE EXCLUSIVE USE OF ANY UNIT OR FUTURE UNIT ("FUTURE UNIT"). CREATED IN ACCORDANCE WITH THE TERMS OF THAT CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE VISTA RESIDENCES CONDOMINIUM ASSOCIATION SUBMITTING THE CONDOMINIUM PARCEL COMPONENT, OR ANY PORTION THEREOF, TO THE ILLINOIS CONDOMINIUM PROPERTY ACT (THE "ACT"), AND INTENDED TO BE RECORDED WITH THE COOK COUNTY RECORDER PRIOR HERETO, AND ANY COMPONENTS OF COMMUNICATION OR MASTER ANTENNA SYSTEMS, IF ANY, LOCATED IN ANY UNIT OR FUTURE UNIT, WHETHER OR NOT ANY SUCH ITEMS SHALL BE LOCATED IN THE FLOORS, CEILINGS OR PERIMETER OR INTERIOR WALLS OF ANY UNIT OR FUTURE UNIT.

AND TOGETHER WITH:

**EASEMENT PARCEL A:**

NON-EXCLUSIVE EASEMENTS INCLUDING EASEMENTS FOR ACCESS TO IMPROVEMENTS BEING CONSTRUCTED OVER TEMPORARY CONSTRUCTION EASEMENT AREAS, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON,

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OVER, THROUGH AND ACROSS THE STREETS, AND TO UTILIZE THE UTILITIES AND UTILITY EASEMENTS, ALL AS MORE PARTICULARLY DEFINED, DESCRIBED AND CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST MADE BY AND BETWEEN LAKESHORE EAST LLC, LAKESHORE EAST PARCEL P LLC, AND ASN LAKESHORE EAST LLC DATED AS OF JUNE 26, 2002 AND RECORDED JULY 2, 2002 AS DOCUMENT 0020732020, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF MARCH 3, 2003 AND RECORDED MARCH 7, 2003 AS DOCUMENT NUMBER 0030322531 AND AS FURTHER AMENDED BY SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 12, 2004 AND RECORDED NOVEMBER 19, 2004 AS DOCUMENT NUMBER 0432427091 AND RE-RECORDED ON JANUARY 19, 2005 AS DOCUMENT NUMBER 0501919098 AND THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC, DATED FEBRUARY 24, 2005 AND RECORDED FEBRUARY 25, 2005 AS DOCUMENT NUMBER 0505632009 AND FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF FEBRUARY 24, 2005 AND RECORDED FEBRUARY 25, 2005 AS DOCUMENT NUMBER 0505632012 AND BY THE FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF OCTOBER 27, 2006 AND RECORDED NOVEMBER 9, 2006 AS DOCUMENT 0631333004 AND SUBSEQUENTLY RE-RECORDED ON FEBRUARY 9, 2007 AS DOCUMENT 0704044062 AND AS SUPPLEMENTED BY NOTICE OF SATISFACTION OF CONDITIONS RELATED TO THE FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST LLC, DATED AS OF FEBRUARY 9, 2007 AND RECORDED MAY 22, 2007 AS DOCUMENT 0714222037 AND THE SIXTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF DECEMBER 20, 2007 AND RECORDED DECEMBER 21, 2007 AS DOCUMENT 0735531065 AND RE-RECORDED ON APRIL 8, 2008 AS DOCUMENT 0809910104 AND THE SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 13, 2008 AND RECORDED NOVEMBER 14, 2008 AS DOCUMENT 0831910034 AND THE EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 13, 2008 AND RECORDED NOVEMBER 14, 2008 AS DOCUMENT 0831910035 AND THE AMENDMENT TO EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF FEBRUARY 10, 2011 AND RECORDED FEBRUARY 15, 2011 AS DOCUMENT 1104616038 AND THE NINTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR



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LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF JANUARY 10, 2011 AND RECORDED MARCH 17, 2011 AS DOCUMENT 1107644102 AND THE TENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF APRIL 18, 2013 AND RECORDED APRIL 23, 2013 AS DOCUMENT 1311318049 AND THE ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF JANUARY 16, 2014 AND RECORDED JANUARY 16, 2014 AS DOCUMENT NUMBER 1401644060 AND THE TWELFTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF APRIL 28, 2016 AND RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929091 AND THE AMENDED AND RESTATED TWELFTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF APRIL 30, 2018 AND RECORDED JULY 16, 2018 AS DOCUMENT NUMBER 1819744029 AND THIRTEENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF MARCH 29, 2019 AND RECORDED APRIL 1, 2019 AS DOCUMENT NUMBER 1909134079 AND FOURTEENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF SEPTEMBER 16, 2019 AND RECORDED SEPTEMBER 18, 2019 AS DOCUMENT NUMBER 1926117130 AND SCRIVENER'S AFFIDAVIT RECORDED SEPTEMBER 23, 2019 AS DOCUMENT NUMBER 1926617071 AND SCRIVENER'S AFFIDAVIT RECORDED MARCH 17, 2020 AS DOCUMENT NUMBER 2007717302 AND SEPARATE AGREEMENTS RELATING TO PARTICULAR LOTS IN LAKESHORE EAST RECORDED AS DOCUMENTS 0505632014 AS AFFECTED BY NOTICE OF SATISFACTION OF CONDITIONS RELATING TO FIFTH AMENDMENT RECORDED MAY 22, 2007 AS DOCUMENT NUMBER 0714222037 AND AS AFFECTED BY LETTER AGREEMENT AS EVIDENCED BY A MEMORANDUM OF AGREEMENT DATED APRIL 28, 2016 AND RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929090.

## **EASEMENT PARCEL B:**

EASEMENTS DESCRIBED AND CREATED BY EASEMENT AGREEMENT FOR BUILDING SUPPORTS AND UPPER LEVEL STREET IN FIELD BOULEVARD DATED APRIL 28, 2016 AND RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929086, BY AND BETWEEN THE CITY OF CHICAGO DEPARTMENT OF TRANSPORTATION AND LAKESHORE EAST LLC GRANTING AN EASEMENT UNDER, ON, OVER AND THROUGH THE EASEMENT AREAS DESCRIBED THEREIN FOR PURPOSES OF CONSTRUCTING AND MAINTAINING SUPPORT STRUCTURES AND FOR CONSTRUCTING AND MAINTAINING THE UPPER LEVEL STREET.

## **EASEMENT PARCEL C:**

NON-EXCLUSIVE RECIPROCAL EASEMENTS AS DESCRIBED AND CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

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MADE BY PARCEL C LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS DECLARANT DATED NOVEMBER 6, 2020 AND RECORDED NOVEMBER 17, 2020, AS DOCUMENT NUMBER 2032017120.

**EASEMENT PARCEL D:**

NON-EXCLUSIVE BENEFICIAL EASEMENT RIGHT OF USE AND ENJOYMENT IN AND TO THE PRIVILEGE AREAS AS MORE PARTICULARLY DEFINED, DESCRIBED AND CREATED BY AGREEMENT FOR WACKER DRIVE IMPROVEMENTS DATED APRIL 28, 2016 AND RECORDED APRIL 28, 2016 AS DOCUMENT NUMBER 1611929084.

Property of Cook County Clerk's Office