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KAREN A. YARBROUGH

COOK COUNTY CLERK

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PREPARED BY AND UPON
RECORDATION RETURN TO:
DLA PIPER LLP (US)
444 West Lake Street, Suite 900
Chicago, Illinois 60606-0089
Attn: Alison Mitchell

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NCS 1096901617

ASSIGNMENT OF LEASES, RENTS, INCOME AND CASH COLLATERAL

ASSIGNMENT OF LEASES, RENTS, INCOME AND CASH COLLATERAL
("Assignment"), made as of the 25th day of February, 2022, from **HRP EXCHANGE 55, LLC**, a Delaware limited liability company ("Assignor"), having an office at c/o Hilco Redevelopment Partners, 111 S. Wacker Drive, Suite 3000, Chicago, Illinois 60606, to **NEW YORK LIFE INSURANCE COMPANY** ("Assignee"), a New York mutual insurance company, having an office at 51 Madison Avenue, New York, New York 10010-1603.

RECITALS:

A. Assignee is about to make a loan (the "Loan") to Assignor in the principal sum of One Hundred Fifty-Five Million and 00/100 Dollars (\$155,000,000.00).

B. In connection with the Loan, Assignor is about to execute and deliver to Assignee a promissory note ("Note"), dated of even date herewith payable to Assignee in the original principal amount of One Hundred Fifty-Five Million and 00/100 Dollars (\$155,000,000.00), in lawful money of the United States of America; the terms and conditions of which Note are hereby incorporated herein and made a part hereof.

C. The Note shall be secured by that certain Mortgage, Assignment of Leases and Rents and Security Agreement ("Mortgage"), dated as of the date hereof, from Assignor, as mortgagor, to Assignee, as mortgagee.

D. It is a condition to Assignee making the Loan that Assignor enter into this Assignment and consummate the transactions contemplated hereby.

E. All capitalized terms used in this Agreement and not expressly defined herein shall have the meanings assigned to such terms in the Mortgage.

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In consideration of the sum of Ten Dollars (\$10.00) and other good, valuable and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby unconditionally, absolutely and presently bargains, sells, grants, assigns, releases and sets over to Assignee all right, title and interest of Assignor in and to:

- (a) all existing or future leases, licenses, tenancies, occupancies, subleases, franchises, concessions or other agreements (each a "Lease" and collectively, "Leases") (the lessee, licensee, occupant, subtenant, franchisee or concessionee, as applicable, under any Lease, shall be referred to as "Lessee" and collectively as "Lessees") of or in any way affecting the use or occupancy of all or any part of the (i) land ("Land"), more particularly described in Exhibit A hereto, including, without limitation, oil, gas and mineral leases and agreements and/or (ii) buildings, structures or improvements now or hereafter located on the Land (collectively, "Improvements"; the Land and Improvements are herein collectively called "Premises"), together with all extensions, renewals, modifications or replacements thereof and all guarantees of any or all of the obligations of any Lessee pursuant to any Lease; and
- (b) the immediate and continuing right to collect and receive all rents, income, receipts, revenues, issues, profits, cash collateral, royalties, income and other benefits now due or which may become due or to which Assignor may now or shall hereafter (including during any period of redemption) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Secured Property or any part thereof, including, without limitation, all minimum, additional, deficiency or percentage rents, all tax and insurance contributions, all liquidated or other damages related to any Lease, all premiums and other sums payable by any Lessee upon the exercise of a cancellation or other privilege provided in any Lease, all proceeds payable pursuant to all condemnation awards or settlements, all policies of insurance or settlements thereof covering the Premises or any part thereof or any loss of rents affecting the Premises or any part thereof, all income and other amounts received or receivable from the Leases or the Premises in any form, including, without limitation, all proceeds from vending, parking, advertising, laundry, maintenance, cafeteria, club or other commercial operations conducted at or in connection with the Premises, all common area maintenance, service, cable, utility or other charges affecting the Premises or any of the Leases, all tax, insurance or other refunds affecting the Premises, all repayment for tenant improvements or work, together with all rights and claims of any kind which Assignor may have against any Lessee (all of the foregoing are herein called "Rents");

Together with all right, power and authority of Assignor to amend any of the Leases and enforce the provisions thereof.

TO HAVE AND TO HOLD all of the Leases and Rents unto, for the use and benefit of Assignee, its heirs, successors and assigns in fee simple forever.

It is agreed that notwithstanding that Assignor intends to create, pursuant to this Assignment, an absolute, present and unconditional assignment from Assignor to Assignee and

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not merely the passing of a security interest, Assignor is hereby permitted, at the sufferance and discretion of Assignee, and is hereby granted by Assignee, a license ("License") to manage and operate the Secured Property and exercise and enjoy all rights and benefits under the Leases, including, without limitation, the right to collect the Rents, as they respectively become due, but not more than one month in advance, and to enter into and enforce the Leases, unless and until there is an Event of Default.

Assignor hereby covenants and agrees as follows:

1. Assignee as Creditor. Notwithstanding the License, Assignor intends to constitute Assignee as the creditor of each Lessee in respect of assignments for the benefit of creditors in all bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such Lessee (without obligation, on the part of Assignee, to file or make timely filings of claims in such proceedings or otherwise to pursue any creditors' rights therein). After the occurrence of an Event of Default (other than an Event of Default for which Assignee, in its sole discretion, has accepted a cure in writing), Assignee may, at its option, apply any monies received by Assignee as such creditor in reduction of the Obligations.

2. Rights and Remedies. Upon the occurrence of an Event of Default, the License shall automatically cease and terminate. After the occurrence of an Event of Default (other than an Event of Default for which Assignee, in its sole discretion, has accepted a cure in writing), Assignee may, at its option, subject to the rights of Lessees, enter and take possession of the Premises, or any part thereof, and perform all acts that Assignee deems necessary for the management, operation and maintenance of the Premises. However, without electing to exercise Assignee's right to enter, take over and assume the management, operation and maintenance of the Premises, Assignee, at Assignee's option, may elect to collect the Rents and to enforce payment of the Rents and/or performance of any or all of the other terms and provisions of the Leases and/or exercise any or all rights and privileges of Assignor thereunder, including, without limitation, the rights to fix or modify Rents, to bring or defend any suits in connection with the possession of the Premises or any part thereof in its own name or in Assignor's name, and/or to relet the Premises or any part thereof. After the occurrence of an Event of Default (other than an Event of Default for which Assignee, in its sole discretion, has accepted a cure in writing), Assignee shall, from time to time, apply all Rents, after payment of all proper costs and charges, including, without limitation, all monies due from Assignor pursuant to Section 6, to the Obligations. After the occurrence of an Event of Default (other than an Event of Default for which Assignee, in its sole discretion, has accepted a cure in writing), Assignee may determine, in its sole discretion, the manner of the application of the Rents, the reasonableness of the costs and charges to which the Rents are applied and the item or items which shall be credited thereby. Assignee's entry and taking possession of the Premises, or any part thereof, may be made, at Assignee's option, either by actual entry and possession or by notice to the last owner of the Premises appearing on Assignee's records and no further authorization shall be required. Assignee shall be accountable only for Rents actually received by it pursuant to this Assignment. Notwithstanding any action taken by Assignee pursuant to this Assignment, neither the assignment made pursuant hereto nor any such action shall constitute Assignee as a "mortgagee in possession."

3. Termination of Assignment. Upon payment to Assignee of the full amount of the Obligations, as evidenced by a recorded satisfaction or release of the Mortgage, this Assignment shall be void and of no effect.

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4. Consent to Payment of Rents. Assignor irrevocably consents that Lessees, upon demand and notice from Assignee of an Event of Default, shall pay the Rents to Assignee without liability of Lessees for the determination of the actual existence of any Event of Default claimed by Assignee. Assignor irrevocably authorizes and directs each Lessee, upon receipt of any notice from Assignee of an Event of Default, to pay to Assignee the Rents. Each such Lessee may rely on any such notice from Assignee, and shall pay all Rents to Assignee, without any obligation and without any right to inquire as to whether any Event of Default actually exists. Assignor shall not have any claim against any Lessee for any Rents paid by any Lessee to Assignee. After the curing of all Events of Default, Assignee shall give written notice thereof to Lessees. Thereafter, until further notice from Assignee, Lessees shall pay the Rents to Assignor.

5. Right to Further Assignment. Assignee may assign Assignee's right, title, and interest in the Leases to any subsequent holder of the Mortgage and to any person acquiring title to the Premises through foreclosure or otherwise. The receipt by Assignee of any Rents pursuant to this Assignment after the institution of foreclosure proceedings pursuant to the Mortgage shall not cure any Event of Default nor affect such proceedings or any sale pursuant thereto.

6. Indemnity. Assignor hereby agrees to indemnify and hold Assignee harmless from and against all liability, loss or damage which Assignee may incur (a) pursuant to any Lease, (b) by reason of this Assignment, (c) arising from any action taken by Assignee pursuant to this Assignment, (d) as a result of any claims or demands which may be asserted against Assignee by reason of any alleged obligation of Assignee pursuant to any Lease or this Assignment, or (e) as a result of the enforcement (or attempted enforcement) of this indemnity; provided, however, that in no event shall Assignor be obligated to indemnify Assignee for any of Assignee's gross negligence or willful misconduct. Nothing herein contained shall be construed to bind Assignee to the performance of any of the terms and provisions contained in any of the Leases, or otherwise to impose any obligation on Assignee, including, without limitation, any liability pursuant to the covenant of quiet enjoyment contained in any Lease in the event that any Lessee is joined as a party defendant in any action to foreclose the Mortgage and is barred and foreclosed thereby of all right, title, interest and equity of redemption in the Premises. Prior to actual entry and taking possession of the Premises by Assignee, this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee or for the carrying out of any of the terms and provisions of any Lease. If Assignee incurs any liability by reason of any actual entry and taking possession of all or any part of the Premises or for any other reason or occurrence or sustains any loss or damage (but excluding special or punitive damages unless Assignee is required to pay such damages to an unrelated third party) pursuant to any Lease or pursuant to or by reason of this Assignment or in the defense of any such claims or demands (other than Assignee's gross negligence or willful misconduct), Assignor shall within ten (10) Business Days of Assignee's written demand therefor, reimburse Assignee for the amount of such liability, loss or damage, plus interest at the Increased Rate, or at the highest rate permitted by law, whichever is less, from the date on which Assignee pays any amount for such liability, loss or damage to the date Assignor repays to Assignee, in full, such amount and such interest, together with all related costs, expenses and reasonable attorneys' fees paid by Assignee. From time to time, Assignee may, after the occurrence of an Event of Default (other than an Event of Default for which Assignee, in its sole discretion, has accepted a cure in writing) (i) collect and retain possession of the Rents and (ii) apply them in satisfaction of, or reimbursement for, all sums due pursuant to the preceding sentence. If Assignor disclaims liability under this Assignment based

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upon the provisions of this Section 6, Assignor shall be responsible, at its sole cost and expense, to prove such assertion.

7. Representations and Warranties. Assignor hereby represents and warrants that:
- (a) Assignor is the absolute owner of each Lease with full right and title to assign the same and the Rents thereunder to Assignee;
 - (b) As of the date hereof, each Lease is valid and in full force and effect;
 - (c) There is no outstanding assignment or pledge thereof or of the Rents due or to become due;
 - (d) As of the date hereof, except as set forth in the estoppel certificate delivered to Assignee in connection with the closing of the Loan, no Lessee has any defense, set-off or counterclaim against Assignor;
 - (e) As of the date hereof, except as set forth in the estoppel certificate delivered to Assignee in connection with the closing of the Loan (1) each Lessee is in possession of its leased space and has commenced payment of Rent thereunder, and (2) all Rents and other charges due and payable under the Leases have been paid;
 - (f) No Rents payable pursuant to any Lease have been or will be discounted, released, waived, compromised or otherwise discharged, except as may be expressly permitted by such Lease or in accordance with the Loan Instruments;
 - (g) As of the date made, all representations made by Assignor in any Lease are true;
 - (h) Except as set forth in any estoppel certificates delivered to Assignee in connection with the closing of the Loan, all Improvements and the leased space demised and let pursuant to each Lease have been completed to the terms of such Lease;
 - (i) As of the date hereof, no Rents have been prepaid, except as expressly provided pursuant to the applicable Lease;
 - (j) As of the date hereof, there is no existing default or breach of any covenant or condition on the part of any Lessee or, to Assignor's knowledge, lessor under any Lease;
 - (k) There are no options to purchase all or any portion of the Secured Property contained in any Lease;
 - (l) There are no options to renew, cancel, extend or expand by any Lessee, except as stated in the Leases; and
 - (m) There are no amendments of or modifications to any Lease, except as disclosed in writing to Assignee.

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8. Covenants Regarding Leases. The covenants set forth in Section 1.08D of the Mortgage are hereby incorporated herein as is set forth in their entirety in this Assignment.

9. Application of Rents. Assignor shall use and apply all Rents first to the payment and performance of the Obligations in accordance with the terms of the Loan Instruments and then to the payment of all Impositions and costs and expenses of management, operation, repair, maintenance, preservation, reconstruction and restoration of the Secured Property in accordance with the requirements of the Mortgage and the obligations of Assignor as the lessor under any Lease. Assignor shall not use any Rents for purposes unrelated to the Secured Property, unless and until all current payments of the Obligations, Impositions and such costs, expenses and obligations have been paid or provided for and adequate cash reserves have been set aside to ensure the timely payment of all future payment of all such items.

10. Further Assurances. Assignor shall execute and deliver to Assignee such further instruments as Assignee may deem reasonably necessary to further evidence this Assignment and each further assignment affecting the Leases, the Rents or the Premises. Assignor hereby appoints Assignee, and its successors and assigns, as its agent and attorney-in-fact to execute and deliver, on behalf of Assignor, all such instruments. Such appointment shall be deemed to be coupled with an interest and to be irrevocable.

11. Cancellation Proceeds. Assignor hereby assigns to Assignee and agrees to promptly pay over to Assignee, all payments made or to be made by reason of the termination, cancellation or surrender of any Lease. Assignee may apply such payments, at its election, to the Obligations, in such order as Assignee shall determine or may hold such payments in trust as further security, without interest, for the Obligations.

12. Notice of Default. Assignor shall give Assignee prompt notice of any notice of any material default or any Event of Default, extension, renewal, expansion, cancellation or surrender given to or received from any Lessee in writing or from any other Person with respect to any Lease and shall furnish Assignee with a copy of each such notice.

13. Continued Validity. No variation of the terms of any Loan Instrument, including any increase or decrease in the principal amount of the Obligations or in the rate of interest payable pursuant to any Loan Instrument, nor any extension of time for payment thereunder, shall impair the assignment of the Leases and Rents in accordance with the terms of this Assignment.

14. Additional Security. Without prejudice to any of its rights pursuant to this Assignment, Assignee may (a) take security in addition to the security already given Assignee for the payment of the Obligations, (b) release any security given pursuant to the Loan Instruments, (c) release any Person primarily or secondarily liable on the Obligations, (d) grant or make extensions, renewals, modifications or indulgences with respect to the Loan Instruments and replacements thereof, which replacements of the Loan Instruments may be on the same or on terms different from the present terms of the Loan Instruments, and (e) after the occurrence of an Event of Default (other than an Event of Default for which Assignee, in its sole discretion, has accepted a cure in writing) apply any security theretofore held by Assignee to the satisfaction of all or any part of the Obligations.

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15. Interpretation. The headings of the Sections of this Assignment are for the convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof. As used in this Assignment, words such as "hereby," "herein," "hereof," "hereto" and "hereunder" refer to this Assignment as a whole, and not to any particular Section or clause hereof. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

16. Amendment in Writing. No change, amendment, modification, abridgement, cancellation or discharge hereof, or of any part hereof, shall be valid, unless consented to in writing by Assignee.

17. Applicable Law. This Assignment shall be construed and enforced according to the law of the State of Illinois, other than such law with respect to conflicts of laws.

18. Invalid Provisions to Affect No Others. The unenforceability or invalidity of any provision or provisions of this Assignment as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other persons or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

19. No Waiver or Release. Any failure by Assignee to insist upon the strict performance by Assignor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and Assignee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Assignor of any and all of the terms and provisions of this Assignment to be performed by Assignor.

20. Cumulative Rights. The rights of Assignee arising under this Assignment and the other Loan Instruments shall be separate, distinct and cumulative and none of them shall be in exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein or in any other Loan Instrument to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

21. No Merger or Termination. The Leases shall not terminate and shall remain in full force and effect irrespective of any merger of the interest of the lessor and Lessee thereunder.

22. Successors and Assigns. This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns. The covenants contained in this Assignment shall run with the land and, in addition to having the binding effect stated above, shall bind all subsequent encumbrances, lessees and sublessees of the Secured Property.

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EXHIBIT A THE LAND

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, AND PART OF THE SOUTHWEST 1/4 OF SECTION 35 ALL IN TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE SOUTH 00 DEGREES, 50 MINUTES, 57 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, FOR A DISTANCE 642.71 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 32 SECONDS EAST 28.01 FEET TO THE NORTHWEST CORNER OF A PRIVATE ROADWAY EASEMENT RECORDED JULY 13, 1992 AS DOCUMENT NUMBER 92507833 IN COOK COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREE, 55 MINUTES, 57 SECONDS EAST ALONG A LINE 28.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, FOR A DISTANCE OF 151.63 FEET TO THE PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT ELEVEN (11) COURSES AND DISTANCES COINCIDENT WITH A PRIVATE ROADWAY EASEMENT RECORDED JULY 13, 1992 AS DOCUMENT 92507833 IN COOK COUNTY, ILLINOIS; 1) THENCE NORTH 89 DEGREES, 04 MINUTES, 03 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID LINE 28.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 6.00 FEET; 2) THENCE NORTHEASTWARDLY ALONG A CURVED LINE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 34.00 FEET AND TANGENT TO SAID LINE 28.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 35.01 FEET; 3) THENCE CONTINUING NORTH 58 DEGREES, 04 MINUTES, 03 SECONDS EAST, ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 206.83 FEET; 4) THENCE CONTINUING IN A NORTHEASTWARDLY DIRECTION, ALONG A CURVED LINE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 70.0 FEET AND TANGENT TO LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 72.08 FEET, TO A POINT IN A LINE 261.72 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, (MEASURED ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4); 5) THENCE NORTH 00 DEGREE, 55 MINUTES 57 SECONDS WEST ALONG SAID LINE 261.72 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, SAID PARALLEL LINE BEING TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 263.80 FEET; 6) THENCE CONTINUING NORTHEASTWARDLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 100.00 FEET AND TANGENT TO LAST DESCRIBED LINE, A DISTANCE OF 135.33 FEET; 7) THENCE NORTH 76 DEGREES, 36 MINUTES, 04 SECONDS EAST ALONG A STRAIGHT LINE TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 113.51 FEET (RECORD) 113.33 FEET

Exhibit A-1

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(MEASURED); 8) THENCE CONTINUING NORTHEASTWARDLY ALONG A CURVED LINE, CONVEX TO THE NORTH, HAVING A RADIUS OF 1471.16 FEET AND TANGENT TO LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 310.96 FEET; 9) THENCE NORTH 88 DEGREES, 42 MINUTES, 42 SECONDS EAST ALONG A STRAIGHT LINE TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 418.63 FEET; 10) THENCE CONTINUING ALONG A CURVED LINE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 400.00 FEET AND TANGENT TO LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 125.45 FEET TO A POINT OF COMPOUND CURVE; 11) THENCE CONTINUING ALONG A CURVED LINE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 45.0 FEET, A DISTANCE OF 56.785 FEET TO A POINT OF TANGENCY IN THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35, SAID POINT BEING 244.53 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35; THENCE SOUTH 01 DEGREES, 01 MINUTES, 16 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 FOR A DISTANCE OF 1084.08 FEET TO THE NORTHWEST CORNER OF BLOCK 2 IN COOLBAUGH AND LIBBY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4, NORTH OF THE CANAL OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1876 AS DOCUMENT 821172; THENCE NORTH 88 DEGREES, 48 MINUTES, 09 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 2, BEING ALSO THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35 AND ALSO ALONG THE NORTH LINE OF LOT 31 IN THE SANITARY DISTRICT TRUSTEES' SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 1908 AS DOCUMENT 4180216, FOR A DISTANCE OF 1280.94 FEET TO THE NORTHEAST CORNER OF SAID LOT 31; THENCE SOUTH 01 DEGREES, 09 MINUTES, 05 SECONDS EAST, A DISTANCE OF 289.48 FEET (RECORD) 289.93 FEET (MEASURED) TO THE SOUTHEAST CORNER OF SAID LOT 31; THENCE SOUTH 67 DEGREES, 11 MINUTES, 36 SECONDS WEST ALONG THE SOUTH LINE OF LOTS 31, 33, 35, AND 37 IN SAID SANITARY DISTRICT TRUSTEES' SUBDIVISION A DISTANCE OF 2765.58 FEET TO THE EAST LINE OF THE WEST 50.00 FEET OF SAID LOT 37; THENCE NORTH 00 DEGREES, 55 MINUTES, 57 SECONDS WEST ALONG LAST SAID EAST LINE, A DISTANCE OF 302.68 FEET; THENCE SOUTH 67 DEGREES, 11 MINUTES, 36 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 37, FOR A DISTANCE OF 53.88 FEET; THENCE NORTH 00 DEGREES, 55 MINUTES, 57 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35, FOR A DISTANCE OF 1025.60 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 35; THENCE NORTH 00 DEGREES, 55 MINUTES, 57 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, FOR A DISTANCE OF 532.97 FEET; THENCE NORTH 89 DEGREES, 04 MINUTES, 03 SECONDS EAST PERPENDICULAR TO LAST SAID WEST LINE FOR 28.00 FEET TO THE PLACE OF BEGINNING.

EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 2 IN COOLBAUGH AND LIBBY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4, NORTH OF THE CANAL, OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD

Exhibit A-2

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PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1876 AS DOCUMENT 821172; THENCE NORTH 88 DEGREES, 48 MINUTES, 09 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 2 FOR A DISTANCE OF 148.54 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF SAID BLOCK 2, BEING ALSO THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, NORTH 88 DEGREES, 48 MINUTES, 09 SECONDS EAST, A DISTANCE OF 585.31 FEET; THENCE SOUTH 01 DEGREES, 03 MINUTES, 27 SECONDS EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF LOT 31 IN THE SANITARY DISTRICT TRUSTEES' SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 1908 AS DOCUMENT 4180216 FOR A DISTANCE OF 369.25 FEET; THENCE SOUTH 82 DEGREES, 27 MINUTES, 46 SECONDS WEST, A DISTANCE OF 59.33 FEET; THENCE SOUTH 59 DEGREES, 26 MINUTES, 34 SECONDS WEST, A DISTANCE OF 240.62 FEET; THENCE SOUTH 68 DEGREES, 38 MINUTES, 00 SECOND WEST, A DISTANCE OF 69.25 FEET; THENCE SOUTH 62 DEGREES, 05 MINUTES, 27 SECONDS WEST, A DISTANCE OF 91.10 FEET; THENCE SOUTH 67 DEGREES, 12 MINUTES, 33 SECONDS WEST, A DISTANCE OF 235.51 FEET; THENCE SOUTH 89 DEGREES, 10 MINUTES, 15 SECONDS WEST, A DISTANCE OF 112.63 FEET; THENCE NORTH 01 DEGREES, 01 MINUTES, 16 SECONDS WEST PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35, FOR A DISTANCE OF 262.51 FEET; THENCE NORTH 67 DEGREES, 11 MINUTES, 08 SECONDS EAST, A DISTANCE OF 245.73 FEET; THENCE NORTH 40 DEGREES, 41 MINUTES, 03 SECONDS WEST, A DISTANCE OF 106.57 FEET; THENCE NORTH 01 DEGREES, 01 MINUTES, 16 SECONDS WEST PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35, FOR A DISTANCE OF 209.42 FEET TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 35, IN TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 2 IN COOLBAUGH AND LIBBY'S SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER, NORTH OF THE CANAL, OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1876 AS DOCUMENT 821172; THENCE NORTH 88 DEGREES 48 MINUTES 09 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 2, ALSO BEING THE NORTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35 FOR 733.85 FEET FOR A PLACE OF

BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, ALSO BEING THE NORTH LINE OF LOT 31 IN THE SANITARY DISTRICT TRUSTEES SUBDIVISION PER DOCUMENT 4180216 NORTH 88 DEGREES 48 MINUTES 09 SECONDS EAST FOR 305.00 FEET; THENCE SOUTH 01 DEGREES 03 MINUTES 27 SECONDS EAST FOR 110.00 FEET; THENCE SOUTH 75 DEGREES 06 MINUTES 03 SECONDS EAST FOR 60.00 FEET;

Exhibit A-3

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THENCE SOUTH 14 DEGREES 53 MINUTES 57 SECONDS WEST FOR 116.89 FEET; THENCE SOUTH 67 DEGREES 44 MINUTES 07 SECONDS WEST FOR 188.33 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 33 SECONDS WEST FOR 154.98 FEET TO A POINT ON THE EAST LINE OF LAND DESCRIBED IN EXHIBIT "B" (RETAINED TRACT) IN DOCUMENT 09195712; THENCE NORTH 01 DEGREES 03 MINUTES 27 SECONDS WEST ALONG SAID EAST LINE FOR 306.26 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING LAND TAKEN FOR ROADWAY PURSUANT TO PLAT OF DEDICATION RECORDED OCTOBER 6, 2021 AS DOCUMENT 2127957034 AND RIGHT OF WAY ORDINANCE RECORDED OCTOBER 6, 2021 AS DOCUMENT 2127957035, DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, AND PART OF THE SOUTHWEST QUARTER OF SECTION 35 ALL IN TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35: THENCE SOUTH 01 DEGREE 20 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, A DISTANCE 793.59 FEET TO THE POINT OF BEGINNING, ALSO BEING ON THE EAST LINE OF THE 33-FOOT-WIDE STRIP OF S. PULASKI ROAD DEDICATED AS DOCUMENT NUMBER 15233370 RECORDED ON DECEMBER 7, 1951: THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, ON A LINE PERPENDICULAR TO THE SAID LAST DESCRIBED LINE, 28.00 FEET TO THE SOUTHWEST CORNER OF A PRIVATE ROADWAY EASEMENT RECORDED JULY 13, 1992 AS DOCUMENT NUMBER 92507833; THENCE ALONG A LINE FOLLOWING THE NEXT TWO (2) COURSES AND DISTANCES COINCIDENT WITH SAID PRIVATE ROADWAY EASEMENT; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, ON A LINE PERPENDICULAR TO THE SAID WEST LINE, 6.00 FEET: THENCE NORTHERLY 35.01 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 34.00 FEET AND WHOSE CHORD BEARS NORTH 28 DEGREES 09 MINUTES 36 SECONDS EAST, A CHORD DISTANCE OF 33.48 FEET TO A POINT OF TANGENCY; THENCE NORTH 57 DEGREES 39 MINUTES 36 SECONDS EAST, 7.60 FEET TO A POINT ON A LINE 57.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35; THENCE SOUTH 01 DEGREES 20 MINUTES 24 SECONDS EAST, ALONG SAID PARALLEL LINE, 1193.38 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 39 SECONDS WEST, 24.00 FEET TO A POINT ON A LINE 33.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35; THENCE SOUTH 01 DEGREES 20 MINUTES 24 SECONDS EAST, ALONG SAID PARALLEL LINE, 384.96 FEET TO A POINT ON THE NORTH LINE OF LOT 37 OF SANITARY DISTRICT TRUSTEES SUBDIVISION RECORDED ON MARCH 31, 1908 AS DOCUMENT NUMBER 418021; THENCE SOUTH 66 DEGREES 47 MINUTES 09 SECONDS WEST, ALONG SAID NORTH LINE, 35.56 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST

Exhibit A-4

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QUARTER OF SECTION 35, ALSO BEING THE EAST LINE OF THE 33-FOOT-WIDE STRIP OF S. PULASKI ROAD DEDICATED AS DOCUMENT NUMBER 6134707 RECORDED ON JUNE 16, 1917; THENCE NORTH 01 DEGREES 20 MINUTES 24 SECONDS WEST, ALONG SAID LAST DESCRIBED LINE, 1558.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE ROADWAY EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS TO, FROM AND BETWEEN PARCEL 1 AND TO AND FROM ANY AND ALL STREETS, ROADWAYS, PATHS, DRIVEWAYS AND HIGHWAYS ADJACENT TO SAID ROADWAY EASEMENT AS MORE FULLY SET FORTH IN INSTRUMENT BETWEEN COMMONWEALTH EDISON CO. AND MIDWEST GENERATION, LLC, DATED SEPTEMBER 22, 2004, AND RECORDED OCTOBER 18, 2004 AS DOCUMENT 0429239055; AS AFFECTED BY AMENDMENT TO ROADWAY EASEMENT BY AND BETWEEN COMMONWEALTH EDISON COMPANY AND JRE CRAWFORD, LLC, DATED APRIL 18, 2019, AND RECORDED APRIL 24, 2019 AS DOCUMENT 1911401037.

Common Address: 3501 South Pulaski Road, Chicago, Illinois 60623

Tax Parcel ID's: 16-35-118-002-0000
 16-35-300-039-0000
 16-35-300-040-0000
 16-35-300-041-0000
 16-35-301-021-0000
 16-35-301-023-0000
 16-35-301-027-0000