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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING, RETURN TO:

Keck, Mahin & Cate
77 West Wacker Drive
49th Floor
Chicago, IL 60601
Attention: Laurance P. Nathan

COMMON ADDRESS:

77 West Wacker Drive
Chicago, Illinois

PERMANENT INDEX NOS.:

17-09-421-006 17-09-421-009
17-09-421-007 17-09-421-012
17-09-421-008 17-09-421-013

17-09-421-014, -015, -016, -018, -019
17-09-422-005, -009, -010, -011, -012
17-09-420-004

. DEPT-01 RECORDING \$45.00
. T#0012 TRAN 8110 12/12/95 15:03:00
. #0324 ÷ CG *-95-862675
. COOK COUNTY RECORDER

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**FIRST AMENDMENT TO SUBORDINATE MORTGAGE,
SECURITY AGREEMENT, ASSIGNMENT OF LEASES,
RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING**

This First Amendment to Subordinate Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing (this "Amendment") dated as of November 29, 1995 by and among 77 West Wacker Limited Partnership, an Illinois limited partnership, with a mailing address of c/o The Prime Group, Inc., 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 (the "Mortgagor"), and Kemper Investors Life Insurance Company, an Illinois insurance corporation, with a mailing address of c/o Kemper Financial Services, Inc., 120 South LaSalle Street, Chicago, Illinois 60603 and Federal Kemper Life Assurance Company, an Illinois insurance corporation, with a mailing address of c/o Kemper Financial Services, Inc., 120 South LaSalle Street, Chicago, Illinois 60603 (jointly and severally, the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor has executed and delivered to Mortgagee a certain Subordinate Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing (as amended, the "Mortgage") dated as of March 14, 1991 and recorded in Cook County, Illinois Recorder's Office as Document No. 91125469 granting a security interest on Mortgagor's interest in the real property and property rights described on Exhibit A attached hereto and incorporated herein (the "Real Property") and certain property

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rights appurtenant to, and for the benefit of, the Real Property as described on Exhibit B to the Mortgage, including certain temporary rights with respect to parking (the "Temporary Parking Rights") all as described in item 6 on Exhibit B of the Mortgage (the Real Property, Temporary Parking Rights and appurtenant rights described on Exhibit B of the Mortgage are collectively referred to herein as the "Mortgaged Premises") to the Mortgagee; and

WHEREAS, the Mortgage and the other Loan Documents (as defined in the Mortgage) evidence and secure, inter alia, certain indebtedness described in the Mortgage;

WHEREAS, pursuant to the terms of Section 7.1(oo) of the Agreement (as defined in the Mortgage), the Temporary Parking Rights were intended to be temporary in nature and the Mortgagor was to enter into a permanent agreement with respect to parking for the Mortgaged Premises and upon Mortgagor's acquisition of such permanent rights Mortgagor and Mortgagee were to enter into an agreement amending the Mortgage to grant to Mortgagee a security interest in such permanent rights and delete the temporary rights and agreements encumbered by the Mortgage; and

WHEREAS, the agreements described as items 3 and 5 on Exhibit B of the Mortgage were proposed but not yet executed as of the date of the Mortgage and pursuant to Section 7.1(oo) of the Agreement the parties were to enter into an agreement amending the Mortgage following execution of such agreements to grant Mortgagee a security interest in the rights created under such agreements; and

WHEREAS, Mortgagor has entered into the agreements listed as paragraphs 3, 5 and 6 of Exhibit B attached hereto and incorporated herein providing permanent access and parking for the Mortgaged Premises (the "Permanent Parking and Access Rights"); and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage to encumber the Permanent Parking and Access Rights and to delete and release the Temporary Parking Rights set forth therein and to bring it into conformity with the terms and provisions of Section 10.1(oo) of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the performance of all covenants and agreements herein contained and in consideration of the sum of One Dollar (\$1.00) in hand paid, Mortgagor and Mortgagee hereby agree that the Mortgage shall be and hereby is amended as follows:

1. Exhibit B of the Mortgage is hereby deleted in its entirety and Exhibit B of this Amendment is hereby substituted in its stead.

2. Under and subject to the terms and conditions set forth in the Mortgage, and to the extent not granted thereby, the lien and security interest of the Mortgage are hereby spread to include and MORTGAGOR HEREBY GRANTS, BARGAINS, SELLS, TRANSFERS

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AND ASSIGNS, CONVEYS, WARRANTS AND MORTGAGES TO MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER, AND GRANTS TO MORTGAGEE A CONTINUING SECURITY INTEREST in and to, all of the interests of Mortgagor in, to and under the agreements listed in Exhibit B hereto, including but not limited to the agreements described in Paragraphs 3, 5 and 6 of the attached Exhibit B (the "Bridge and Parking Agreements").

3. The defined term "Appurtenant Rights Agreements" referred to in the Mortgage or any other Loan Documents which refers to such term as defined in the Mortgage shall be deemed to include all of the Agreements listed in Exhibit B of this Amendment. The defined term "Permitted Exceptions" referred to in the Mortgage or any other of the Loan Documents which refers to such term as defined in the Mortgage shall be deemed to include all of the liens, encumbrances and other matters affecting title to the property encumbered by the Bridge and Parking Agreements and the real property described therein all of such matters appearing on the title of the respective real property as of the date of the recording of each such Agreement. The Loan Documents shall otherwise be amended and modified to the extent necessary to make them consistent with the amendments and modifications effected hereby.

4. Mortgagee hereby releases and quitclaims to Mortgagor all of its right, title and interest in and to the Temporary Parking Rights.

5. All of the terms, provisions, agreements and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically amended hereby.

6. No reference to this Amendment need be made in any instrument or document at any time referring to the Mortgage, any reference in any such instrument or document to be deemed a reference to the Mortgage as amended hereby.

7. Mortgagee, in Mortgagee's capacity as the holder of the KILICO/FKLA First Mortgage (as defined in the Mortgage), hereby consents to this Amendment.

8. This Amendment may be executed in any number of counterparts, and by each party on separate counterparts, but all of such counterparts shall be construed together and shall constitute one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the date first above written.

77 WEST WACKER LIMITED PARTNERSHIP,
an Illinois limited partnership

By: The Prime Group, Inc., its managing
general partner

By: [Signature]
Its: Executive V.P.

KEMPER INVESTORS LIFE INSURANCE
COMPANY, an Illinois insurance corporation

By: [Signature]
Its: Authorized Signatory Senior Investment Officer

By: [Signature]
Its: Authorized Signatory

FEDERAL KEMPER LIFE ASSURANCE
COMPANY, an Illinois insurance corporation

By: [Signature]
Its: Authorized Signatory Senior Investment Officer

By: [Signature]
Its: Authorized Signatory

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CONSENT

The undersigned, Bank of Montreal, Chicago Branch, as Administrative Agent for the Co-Agents (as defined in the Mortgage), and the holder of the Construction Mortgage (as defined in the Mortgage), hereby consents to the foregoing Amendment.

Dated: December 12, 1995

BANK OF MONTREAL, CHICAGO BRANCH, as
Administrative Agent as aforesaid

By: Mark D. Stabile
Its: Director

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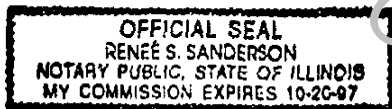
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Reneé S. Sanderson, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Harold E. Guenther and Frank E. Collecchia, Authorized Signatory and Senior Investment Officer of Kemper Investors Life Insurance Company, an Illinois insurance corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Authorized Signatory and Senior Investment Officer appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of December, 1995.



Renee S. Sanderson
Notary Public

Renee S. Sanderson
(Type or Print Name)

My Commission Expires: 10/20/97

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11/15/2024 10:00 AM

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Renee S. Sanderson, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Harold E. Guenther and Frank E. Collecchia, Authorized Signatory and Senior Investment Officer of Federal Kemper Life Assurance Company, an Illinois insurance corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Authorized Signatory and Senior Investment Officer appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of December, 1995.



Renee S. Sanderson
Notary Public

Renee S. Sanderson
(Type or Print Name)

My Commission Expires: 10/20/97

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 3 (EXCEPT THE EAST 20.50 FEET THEREOF) TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 3, IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AND

LOTS 1 TO 9, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 4 TOGETHER WITH THE NORTH 1.00 FEET OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID SUBDIVISION OF LOT 4, IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF NORTH GARVEY COURT (SAID NORTH GARVEY COURT BEING THE WEST 1/2 OF LOT 2, AND THE EAST 20.50 FEET OF LOT 3, TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE AFORESAID PARTS OF LOTS 2 AND 3, THE SOUTH LINE OF SAID 1.00 FOOT STRIP BEING THE NORTH LINE OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852) LYING ABOVE AN INCLINED PLANE HAVING AN ELEVATION OF +17.26 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF BLOCK 17, AND HAVING AN ELEVATION OF +21.23 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE, ALL IN BLOCK 17. (AS VACATED BY THE CITY OF CHICAGO IN AN ORDINANCE PASSED MARCH 21, 1990 AND RECORDED APRIL 11, 1990 AS DOCUMENT 90164868), IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2 AND 4 CREATED BY THE GRANT OF EASEMENT RECORDED AS DOCUMENT NO. 90164870, AS AMENDED BY DOCUMENT NO. 91096330, FOR INGRESS, EGRESS, CONSTRUCTION, USE AND MAINTENANCE OF A PLAZA WALKWAY OVER AND ACROSS:

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THAT PART OF THE EAST 1/2 OF NORTH GARVEY COURT (SAID NORTH GARVEY COURT BEING THE WEST 1/2 OF LOT 2, AND THE EAST 20.50 FEET OF LOT 3, TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE AFORESAID PARTS OF LOTS 2 AND 3, THE SOUTH LINE OF SAID 1.00 FOOT STRIP BEING THE NORTH LINE OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852); LYING ABOVE AN INCLINED PLANE HAVING AN ELEVATION OF +17.26 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF SAID BLOCK 17, AND HAVING AN ELEVATION OF +21.23 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE, AND LYING BELOW AN INCLINED PLANE HAVING AN ELEVATION OF +47.26 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF SAID BLOCK 17, AND HAVING AN ELEVATION OF +51.23 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE, ALL IN BLOCK 17, IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852, TOGETHER WITH THE SOUTH 1.50 FEET OF THE ORIGINAL 18.00 FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 1 IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17; ALSO, THE SOUTH 1.00 FOOT OF SAID ORIGINAL 18.00 FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 6 IN BLOCK 17, ALL TAKEN AS ONE TRACT, LYING WEST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 20.50 FEET OF LOT 3 IN SAID BLOCK 17, AND LYING EAST OF THE WEST LINE OF BLOCK 17, AND ITS EXTENSIONS, (AS VACATED BY THE CITY OF CHICAGO IN AN ORDINANCE PASSED MARCH 21, 1990 AND RECORDED APRIL 11, 1990 AS DOCUMENT 90164868), IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2 AND 4 CREATED BY THE GRANT OF EASEMENT RECORDED AS DOCUMENT NO. 90164870, AS AMENDED BY DOCUMENT NO. 91096330 FOR INGRESS, EGRESS, USE, CONSTRUCTION AND MAINTENANCE OF A PLAZA WALKWAY OVER AND ACROSS:

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THAT PART OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852, TOGETHER WITH THE SOUTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF THE WEST 1/2 OF LOT 7 AND THE NORTH LINE OF THE EAST 20.50 FEET OF LOT 6, ALL TAKEN AS ONE TRACT LYING EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 20.50 FEET OF LOT 3, IN BLOCK 17, IN THE ORIGINAL TOWN OF CHICAGO, LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN SAID BLOCK 17, LYING ABOVE AN INCLINED PLANE, HAVING AN ELEVATION OF +21.23 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE AFORESAID, AND HAVING AN ELEVATION OF +21.72 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE SOUTH LINE OF 18.00 FOOT ALLEY AFORESAID, AND LYING BELOW AN INCLINED PLANE, HAVING AN ELEVATION OF +71.23 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE AFORESAID, AND HAVING AN ELEVATION OF +71.72 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE SOUTH LINE OF THE ORIGINAL 18.00 FOOT ALLEY AFORESAID, ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

SUPPORT EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2 AND 4 OVER THAT PART OF GARVEY COURT DEPICTED IN EXHIBIT "B" OF THE GRANT OF EASEMENT RECORDED AS DOCUMENT 90164870, AS AMENDED BY DOCUMENT 91096330.

PARCEL 7:

LEASEHOLD ESTATE DESCRIBED BELOW APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2 AND 4 CREATED BY LEASE DATED MARCH 7, 1991 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985 AND KNOWN AS TRUST NO. 66121, AS LANDLORD, AND 77 WEST WACKER LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS TENANT, (THE "AIR RIGHTS LEASE") RECORDED AS DOCUMENT NO. _____:

THE PROPERTY AND SPACE WHICH LIES BETWEEN HORIZONTAL PLANES WHICH ARE +50.63 FEET AND +80.63 FEET, RESPECTIVELY ABOVE THE CHICAGO CITY DATUM, AND WHICH IS ENCLOSED BY VERTICAL PLANES EXTENDING UPWARD FROM THE BOUNDARIES, AT THE SURFACE OF THE EARTH, OF THAT PART OF BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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ALL OF SUB-LOTS 1 THROUGH 7, AND THE ALLEY IN THE ASSESSOR'S DIVISION OF LOT 5, IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO. ALSO, LOT 6 (EXCEPT THE EAST 20.00 FEET THEREOF), IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO; ALL IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE APPURTENANT RIGHTS SET FORTH AS "PARCEL B" IN EXHIBIT B TO THE AIR RIGHTS LEASE.

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EXHIBIT B

APPURTENANT RIGHTS AGREEMENTS

1. Agreement dated as of December 5, 1992 and recorded as Document No. 91092145 by and between Chicago Title and Trust Company, as Trustee under Trust Agreement dated November 12, 1986 and known as Trust No. 1088617 and 77 West Wacker Limited Partnership, an Illinois limited partnership (the "77 West Wacker Partnership") (regarding stair construction and maintenance on East property line).
2. Agreement dated as of December 31, 1990 and recorded as Document No. 91119736 by and among American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated November 26, 1985 and known as Trust Number 66121 (the "200 North Dearborn Trust"), 200 North Dearborn Partnership, an Illinois limited partnership, American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 19, 1989 and known as Trust No. 11025-08 (the "77 West Wacker Trust") and 77 West Wacker Partnership (regarding openings to be made in and other improvements to the North wall of 200 North Dearborn retail building to the South of property line).
3. Pedestrian Bridge Construction and Cross Easement Agreement (Haddock Bridge) by and among 200 North Dearborn Trust, 200 North Dearborn Partnership, and 77 West Wacker Partnership, dated as of October 22, 1991 and recorded as Document No. 91591893.
4. Caisson Easement Agreement dated February 15, 1991 and recorded as Document No. 91096329 by and between The City of Chicago and 77 West Wacker Trust.
5. Pedestrian Bridge Construction and Cross Easement Agreement (Clark Street Bridge) by and among American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement known as Trust Number 52947 (the "North Loop Trust"), North Loop Transportation Center Limited Partnership, an Illinois limited partnership (the "North Loop Partnership"), 200 North Dearborn Trust, 200 North Dearborn Partnership and 77 West Wacker Partnership, dated as of October 22, 1991 and recorded as Document No. 92199746.
6. Parking Agreement dated as of October 22, 1991 and recorded as Document No. 92280477 between the North Loop Trust, the North Loop Partnership and 77 West Wacker Partnership (regarding parking garage located at 203 North LaSalle Street).