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Cook County Recorder 45.50

Lawrence M. Gritton
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333 West Wacker Drive, Suite 1800
Chicago, Illinois 60606
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Cook County Recorder 45.50

KRWR File No. 07213.02000

GRANT OF ACCESS EASEMENT

THIS GRANT OF ACCESS EASEMENT ("Grant") is made and entered into as of the 3 day of October, 2000, by JEFFERSON/CLINTON LLC., an Illinois limited liability company (hereinafter referred to together with its successors and assigns as the "Jefferson Owner"), to and for the benefit of MONROE/CLINTON LLC, an Illinois limited liability company (hereinafter referred to together with its successors and assigns as the "Monroe Owner"), and LASALLE BANK NATIONAL ASSOCIATION, as successor to American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated June 26, 1996 and known as Trust 121787-03 (hereinafter referred to, together with its successors and assigns, as the "Clinton Owner"), as follows:

RECITALS

A. Jefferson Owner is the owner of a currently vacant parcel of land legally described on Exhibit "A" attached hereto and incorporated herein by reference (said land is hereinafter referred to as the "Jefferson Parcel"). Jefferson Owner intends to construct certain improvements (hereinafter referred to as the "Jefferson Improvements") on the Jefferson Parcel (the Jefferson Parcel together with the Jefferson Improvements are hereinafter referred to collectively as the "Jefferson Property").

B. Monroe Owner is the owner of a currently vacant parcel of land legally described on Exhibit "B" attached hereto and incorporated herein by reference (said land is hereinafter referred to as the "Monroe Parcel"). Monroe Owner intends to construct certain improvements (hereinafter referred to as the "Monroe Improvements") on the Monroe Parcel (the Monroe Parcel together with the Monroe Improvements are hereinafter referred to collectively as the "Monroe Property").

C. Clinton Owner is the owner of a currently improved parcel of land commonly known as 118 South Clinton, Chicago, Illinois and legally described on Exhibit "C" attached hereto and incorporated herein by reference (hereinafter referred to collectively as the "Clinton Parcel"). Certain improvements (hereinafter referred to as the "Clinton Improvements") currently exist on the Clinton Parcel (the Clinton Parcel together with the Clinton Improvements are hereinafter referred to collectively as the "Clinton Property").

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THIS INSTRUMENT IS BEING RERECORDED TO CORRECT SCRIVENER'S ERRORS.

Property

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B

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D. Monroe Owner and Clinton Owner require access over a portion of the Jefferson Parcel legally described on Exhibit "D" attached hereto and by this reference incorporated herein and depicted on Exhibit "E" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Easement Parcel") in order to allow access to the proposed loading areas of the Monroe Improvements and to the Clinton Improvements through the existing north-south alley adjacent to and west of the Clinton Parcel the and newly dedicated east-west public alleys adjacent to and south and north of the Clinton Parcel.

E. Jefferson Owner is willing to allow such access on the terms and conditions and subject to the limitations set forth herein.

F. Jefferson Owner, Monroe Owner and Clinton Owner are sometimes herein referred to collectively as "Owners" and individually as an "Owner". The Jefferson Property, the Monroe Property and the Clinton Property are sometimes herein referred to collectively as the "Properties" and individually as a "Property".

PROVISIONS

NOW, THEREFORE, in consideration of the mutual covenants herein made, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as though fully set forth in this Paragraph 1.

2. Easement.

(a) The Jefferson Owner hereby grants and conveys to the Monroe Owner (hereinafter referred to as the "Monroe Easement"), a perpetual non-exclusive easement appurtenant to the Monroe Property, over, under, upon and through the Easement Parcel, for ingress and egress to and from South Clinton Street through the existing and recently dedicated public alleys, including without limitation pedestrian and vehicular use, to and from such alleys and street; provided, however, that notwithstanding the foregoing, the Jefferson Owner may from time to time upon notice to the other Owners limit the areas within the Easement Parcel over which such access may be provided and may proscribe reasonable rules and regulations governing the use of the Easement Parcel, provided access to the Monroe Property shall be constantly maintained. The Monroe Easement is intended to benefit the owner or owners from time to time of the Monroe Property, as well as the licensees, invitees and other parties lawfully using or occupying the Monroe Property. The Monroe Easement is limited in height to sixteen (16) feet above grade, as the Jefferson Owner intends and is permitted to construct the Jefferson Improvements overhanging the Easement Parcel above sixteen (16) feet.

(b) The Jefferson Owner hereby grants and conveys to the Clinton Owner a non-exclusive easement for so long as the Clinton Improvements remain on the Clinton Property (hereinafter referred to as the "Clinton Easement"), appurtenant to the Clinton Property, over, under, upon and through the Easement Parcel, for ingress and egress to and from South Clinton Street through the existing and recently dedicated public alleys, including without limitation pedestrian and vehicular use, to and from such alleys and street; provided, however, that notwithstanding the foregoing, the Jefferson Owner may from time to time upon notice to the other Owners limit the areas within the Easement Parcel over which such access may be provided and may proscribe reasonable rules and regulations governing the

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use of the Easement Parcel. The Easement is intended to benefit the owner or owners from time to time of the Clinton Property, as well as the licensees, invitees and other parties lawfully using or occupying the Clinton Property. The Easement is limited in height to sixteen (16) feet above grade, as the Jefferson Owner intends and is permitted to construct the Jefferson Improvements overhanging the Easement Parcel above sixteen (16) feet.

(c) Except as above and hereinafter provided, the Jefferson Owner shall not obstruct, diminish or repair the Easement Parcel in any way (nor permit or allow any lessee, occupant or any person or entity under the control of any owner to do so) so as to interfere with the Easement Parcel's intended use as an unobstructed means of ingress and egress and the other purposes set forth herein; provided, however, that notwithstanding the foregoing, during any period of construction of the Jefferson Improvements or alterations thereto, the Jefferson Owner and its contractors, agents and other invitees shall be permitted to use the Easement Parcel relating to such construction, provided that (i) Jefferson Owner minimizes obstruction of the use of the Easement Parcel by Monroe Owner and Clinton Owner and their invitees, and (ii) Jefferson Owner provides at all times alternate temporary access to the loading areas of the Monroe Property and the Clinton Property in the event Monroe Owner and Clinton Owner and its invitees are unable to obtain such access to the loading areas of the Monroe Property and the Clinton Property over the Easement Parcel as a result of construction by Jefferson Owner.

3. **Maintenance.** The maintenance, repair and replacement of the Easement Parcel in a clean, unobstructed and usable condition shall be performed by and, together with all costs and expenses associated therewith, the sole responsibility of, the Jefferson Owner and its successors and assigns, provided however that should the Clinton Owner or anyone utilizing the Clinton Easement thereunder, or the Monroe Owner or anyone utilizing the Monroe Easement thereunder, cause any damage to the Easement Parcel or any improvement now or hereinafter located thereon, such applicable shall be solely responsible for the repair thereof.

4. **Default.**

(a) In the event that any Owner obligated hereunder (the "**Obligated Owner**") fails to undertake and perform punctually and properly any of its duties or obligations set forth herein, then the other Owner or beneficiary hereof including tenants (collectively, the "**Other Owner**") shall give the Obligated Owner written notice of such failure and shall give the Obligated Owner ten (10) business days after such notice to commence and to perform properly such duty or obligation. If the Obligated Owner fails to so commence, undertake and perform properly such duty or obligation within such ten (10) business day period and thereafter continue to perform such duty with reasonable diligence, then the Other Owner may, but shall not be required to, undertake such duty or obligation for and on behalf of the Obligated Owner, in which case all reasonable and necessary costs and expenses of same shall be paid to the Other Owner by the Obligated Owner promptly upon demand together with interest thereon at the rate of ten (10%) percent per annum until paid and together with all reasonable attorneys' fees and costs of litigation incurred by the Other Owner in connection with its efforts to collect such amount (such sums are hereinafter collectively referred to as "**Obligations**").

(b) In the event of any violation or threatened violation by any owner, lessee, or tenant from time to time of any portion of the Properties described herein of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, any or all of the owners

of the other parcels described herein shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

(c) If an Obligated Owner fails to pay any Obligation within fifteen (15) days after notice from the Other Owner, then in addition to all other rights and remedies of the Other Owner as herein set forth, the Other Owner shall have a lien on the Property owned by the Obligated Owner ("**Obligated Owner's Property**") upon filing thereof by the Other Owner with the Cook County Recorder of Deeds, which lien shall run with the land and be binding on the Obligated Owner and its successors and assigns. Such lien shall be superior to all other liens, encumbrances and charges against the Obligated Owner's Property, except only for liens securing payment of taxes, special assessments and special taxes heretofore or hereafter levied by any political subdivision or municipal corporation of this state, and any other state or federal taxes which by law are a lien on the interest of such Obligated Owner prior to preexisting recorded encumbrances. Such lien for payment of assessments shall attach with the priority above set forth, and may be enforced by all available legal methods of collection including, but not limited to, the foreclosure of such lien by the Other Owner in like manner as a mortgage on real property, subsequent to the recording of a notice of lien as provided above, or the Other Owner may institute suit against the Obligated Owner for the foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Obligated Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Other Owner. The Other Owner shall have the power to bid on the Obligated Owner's Property at foreclosure or other legal sale to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

(d) The remedies set forth herein shall be cumulative and the exercise of one remedy shall not be deemed to be a waiver of or prevent the exercise of any other remedy.

5. **Covenants Run with the Land.** The Easement, and all other rights, privileges, covenants, conditions and restrictions contained herein, shall be deemed to be covenants running with the land, and shall inure to the benefit of and be binding upon the Owners of the Properties, or portions thereof, and their respective successors and assigns. Reference to the Easement in any deed of conveyance, or any other document of ownership, or mortgage or trust deed or other document of obligation, shall be sufficient to create and reserve the rights and obligations set forth herein on the terms hereof as fully as completely as though this Grant and all of its terms were recited in such document.

6. **Breach Shall Not Permit Termination.** It is expressly agreed that no breach of this Grant shall entitle any party to cancel, rescind or otherwise to terminate this Grant, but such limitation shall not affect in any manner, any other rights or remedies which such party may have hereunder by reason of any breach of this Grant. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value but such covenants or restrictions shall be binding upon and effective against the Owner of any Property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

7. **Notices.** All notices, consents, approvals to or demands upon or by Owner desired or required to be given under the provisions hereof, shall be in writing. Any notices or demands from an Owner to any other Owner shall be deemed to have been duly and sufficiently given if a copy thereof has been personally served, forwarded by expedited messenger or recognized overnight courier service with evidence of delivery or mailed by United States registered or certified mail in an envelope properly stamped and addressed to such other Owner at the address of the assessee on the then most recent real estate tax bill for such Owner's

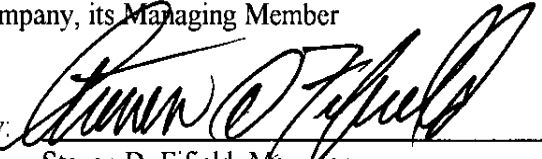
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Property, or at such other address as an Owner may theretofore have furnished by written notice to the other Owner. The effective date of such notice shall be the date of actual delivery, except that if delivery is refused, the effective date of notice shall be the date delivery is refused.

IN WITNESS WHEREOF, the Jefferson Owner has executed this Grant as of the date first above written.

JEFFERSON/CLINTON LLC, an Illinois limited liability company

By: FRC Jefferson LLC, an Illinois limited liability company, its Managing Member

By: 
Steven D. Fifield, Manager

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

LAWRENCE M. GRITTON

I, _____, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Steven D. Fifield, as Manager of FRC JEFFERSON LLC, the Managing Member of JEFFERSON/CLINTON LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager of said FRC Jefferson LLC, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said FRC JEFFERSON LLC, as Managing Member of JEFFERSON/CLINTON LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7th day of October, 2000.



Notary Public



UNOFFICIAL COPY**EXHIBIT "A"****Legal Description of Jefferson Parcel**

(125 S. JEFFERSON STREET – JEFFERSON/CLINTON LLC)

(A) ALL OF LOTS 1, 2 AND 3, EXCEPT THE SOUTH 8 FEET OF SAID LOT 3, IN W.B. EGAN'S SUBDIVISION OF LOTS 7 AND 8 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND,

(B) ALL OF LOTS 8, 9, 10 IN WARD'S SUBDIVISION OF LOT 1 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND,

(C) ALL THOSE PARTS OF LOT 7 IN WARD'S SUBDIVISION OF LOT 1 IN BLOCK 47, AND OF LOT 2 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO, AND OF LOT 1 IN CHARLES WESENCRAFT'S SUBDIVISION OF LOTS 3, 4, 5 AND 6 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO, ALL LYING SOUTH OF A LINE 124.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND,

(D) ALL THAT PART OF LOT 9 IN CHARLES WESENCRAFT'S SUBDIVISION OF LOTS 3, 4, 5 AND 6 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO, LYING NORTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 8 FEET OF LOT 3 IN W.B. EGAN'S SUBDIVISION OF LOTS 7 AND 8 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 125 S. Jefferson Street, Chicago, Illinois

PIN(s): 17-16-107-003, 004, 005, 006, 007, 008, 009, 010, 015, 022

EXHIBIT "B"

Legal Description of Monroe Parcel

(555 W. MONROE STREET - MONROE/CLINTON LLC)

(A) LOTS 2 AND 3, EXCEPT THE SOUTH 14.08 FEET OF SAID LOT 3, IN CHARLES WESENCRAFT'S SUBDIVISION OF LOTS 3, 4, 5 AND 6 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND,

(B) ALL OF LOTS 1 THROUGH 6, BOTH INCLUSIVE, IN WARD'S SUBDIVISION OF LOT 1 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND,

(C) ALL THOSE PARTS OF LOT 7 IN WARD'S SUBDIVISION OF LOT 1 IN BLOCK 47, AND OF LOT 2 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO, AND OF LOT 1 IN CHARLES WESENCRAFT'S SUBDIVISION OF LOTS 3, 4, 5 AND 6 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO, LYING NORTH OF A LINE 124.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND,

(D) THE VACATED NORTH-SOUTH 10 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING LOT 1 AND WEST OF AND ADJOINING LOTS 2 AND 3 IN CHARLES WESENCRAFT'S SUBDIVISION OF LOTS 3,4,5 AND 6 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO, ALL LYING NORTH OF A LINE 124.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND,

(E) THE SOUTH 14.08 FEET OF LOT 3 AND THE NORTH 23 INCHES OF LOT 4, IN CHARLES WESENCRAFT'S SUBDIVISION OF LOTS 3,4,5 AND 6 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND,

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(F) THE NORTH 18 FEET OF LOT 7 IN CHARLES WESENCRAFT'S SUBDIVISION OF LOTS 3,4,5 AND 6 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 555 West Monroe Street, Chicago, Illinois

PIN(s): 17-16-107-001, 002, 003, 007, 008, 015, 016, 017, 019

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EXHIBIT "C"

Legal Description of Clinton Parcel

LOT 4 (EXCEPT THE NORTH 23 INCHES THEREOF) AND ALL OF LOTS 5 AND 6 IN CHARLES WESENCRAFT'S SUBDIVISION OF LOTS 3, 4, 5 AND 6 IN BLOCK 47 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 118 South Clinton Street, Chicago, Illinois

PIN: 17-16-017-023

Property of Cook County Clerk's Office

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EXHIBIT "D"

Legal Description of Easement Parcel

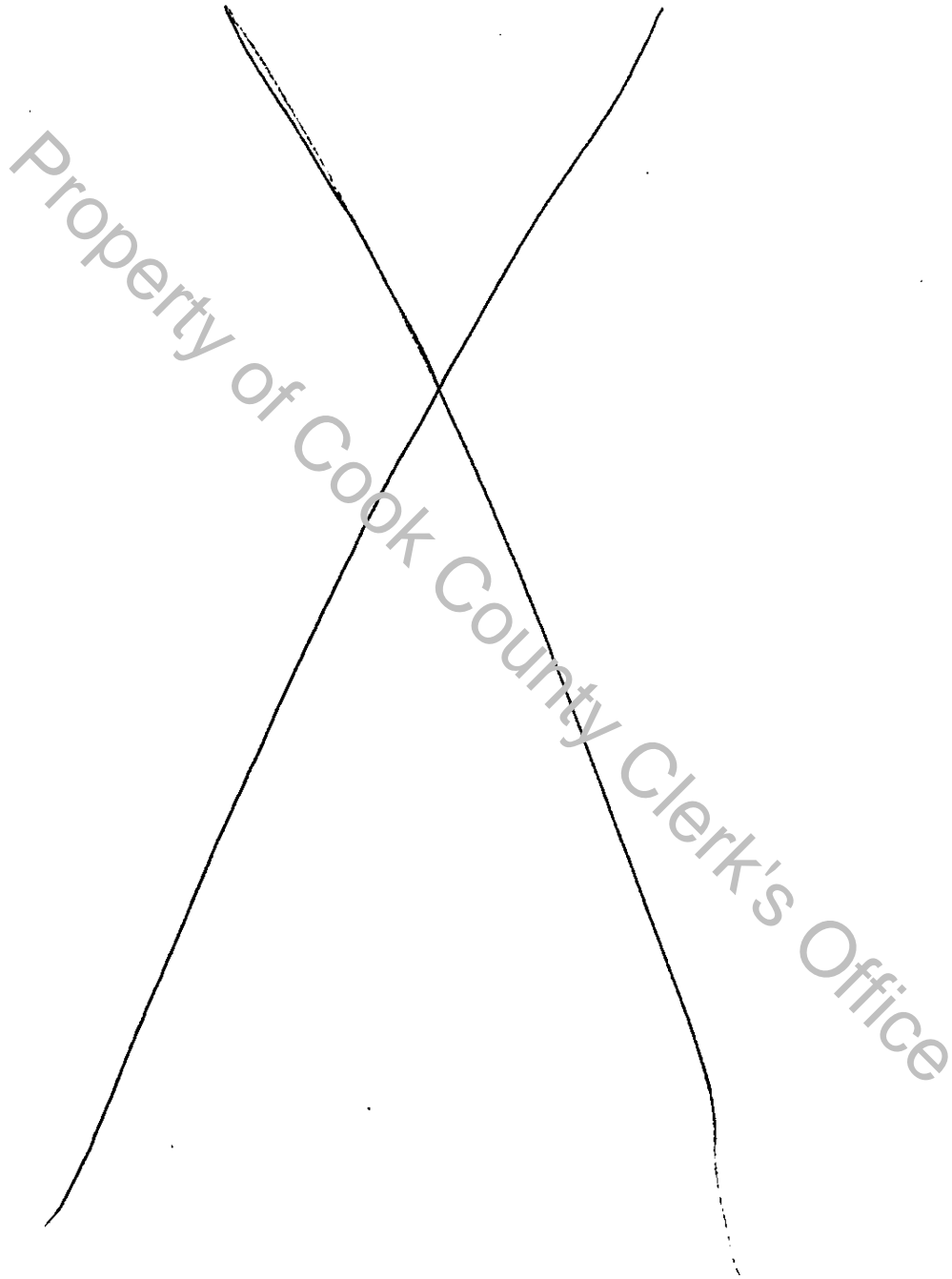
THE EAST 28 FEET OF LOTS 1 AND 9 IN CHARLES WESENCRAFT'S SUBDIVISION OF LOTS 3, 4, 5 AND 6 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO, LYING SOUTH OF A LINE 124.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET AND NORTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 8 FEET OF LOT 3 IN W. B. EGAN'S SUBDIVISION OF LOTS 7 AND 8 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

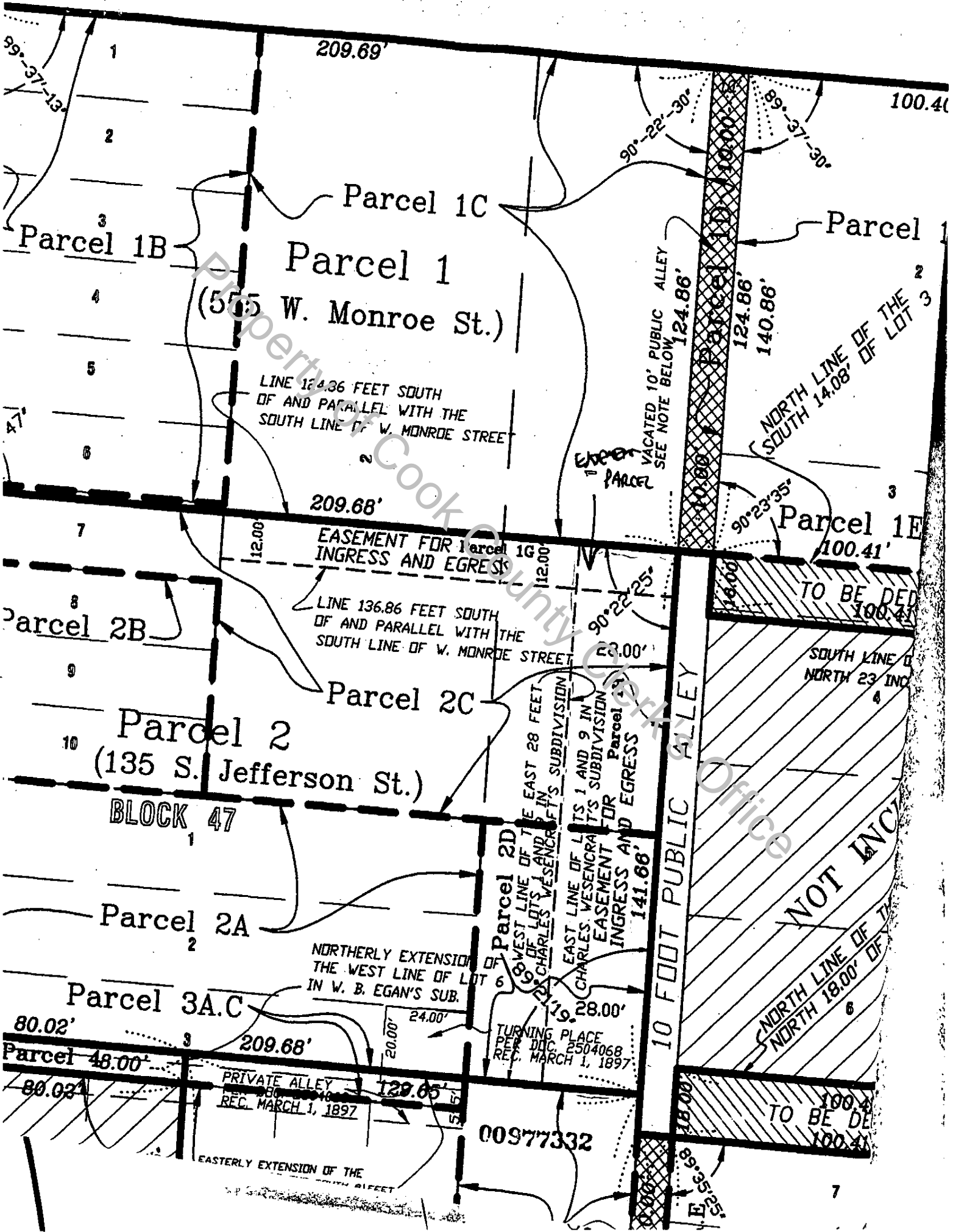
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EXHIBIT "E"

Depiction of Easement





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