



0020886506

THIS INSTRUMENT
 PREPARED BY AND
 AFTER RECORDING
 RETURN TO:

Alison N. Zirn, Esq.
 Piper Rudnick
 203 North LaSalle Street
 Chicago, Illinois 60601-1293

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TERMINATION OF VARIOUS COVENANTS AND PARTY WALL AGREEMENT

THIS TERMINATION OF VARIOUS COVENANTS AND PARTY WALL AGREEMENT (the "Termination") is made as of the this 30th day of July, 2002, by THE HERITAGE AT MILLENNIUM PARK, LLC, a Delaware limited liability company ("Heritage").

The following recitals of fact are a material part of this instrument.

A. Heritage is the owner of certain parcels of land in the City of Chicago, County of Cook and State of Illinois, commonly known as 51 East Randolph Street ("Parcel 1"), 59 East Randolph Street ("Parcel 2"), 139 North Wabash Avenue ("Parcel 3"), 137 North Wabash Avenue ("Parcel 4"), 127 North Wabash Avenue ("Parcel 5"), 123-125 North Wabash Avenue ("Parcel 6") and 115 North Wabash Avenue ("Parcel 7"), legally described on Exhibit A attached hereto and made a part hereof (collectively, the "Property");

B. The Property is presently improved with seven (7) commercial buildings, but it is anticipated that the existing structures (other than elements of the historical facades) will be demolished and a mixed use fifty-seven (57) story luxury residential tower (the "Project") will be constructed thereupon;

51 East Randolph
 59 East Randolph

139 North Wabash
 137 North Wabash
 127 North Wabash
 123-125 North Wabash
 115 North Wabash
 Chicago, Illinois

PINs: 17-10-309-001
 17-10-309-010
 17-10-309-003
 17-10-309-011
 17-10-309-004
 17-10-309-005
 17-10-309-006
 17-10-309-007
 17-10-309-008

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C. In connection with the development of the Project, Heritage wishes to terminate certain rights and obligations under (i) the Party Wall Agreements, as hereinafter defined, and (ii) the Covenant, as hereinafter defined, as such rights and obligations pertain solely to the existing improvements on the Property that will no longer be required or applicable following the demolition of the existing improvements and the construction of the Project, including without limitation, with such termination to be effective upon the recordation hereof. As used herein, the "Party Wall Agreements" mean the rights and obligations contained in (i) an instrument recorded February 24, 1888 as document number 925918, (ii) as disclosed in a deed recorded February 28, 1969 as document number 20768933, which encumbers Parcel 1, Parcel 2 and Parcel 3, (iii) as created by an agreement recorded November 8, 1865 as document number 104476, (iv) as disclosed in a deed recorded February 28, 1969 as document number 20768933, which encumbers Parcel 1 and Parcel 2, (v) as created by an agreement recorded July 26, 1865 as document number 98885, as disclosed in a deed recorded February 28, 1969 as document number 20768933, which encumbers Parcel 1 and Parcel 2, (vi) as disclosed in a document recorded November 27, 1956 as document number 16764730, which encumbers Parcel 4 and Parcel 5, (vii) as contained in a document recorded June 13, 1868 as document number 172411 and disclosed by deed recorded December 22, 1982 as document number 26446296, which encumbers both Parcel 5 and Parcel 6 and (viii) as contained in documents recorded June 13, 1868 as document number 172412 and (ix) document recorded December 19, 1879 as document number 248300 and (x) disclosed by deed recorded December 22, 1982 as document number 26446296, which encumbers Parcel 6 and Parcel 7. The "Covenant" means that certain Covenant by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 21, 1985 and known as Trust Number 63352, and American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 21, 1985 and known as Trust No. 63353, recorded May 5, 1987 as document number 87240701, which encumbers Parcel 2 and Parcel 3.

D. By virtue of Heritage's sole ownership of the Property and in connection with the demolition of the existing improvements on the Property (other than elements of the historic facades), including, without limitation, the demolition of any party walls that may exist on the Property to provide support for the improvements being demolished, Heritage hereby terminates the Party Wall Agreements and the Covenant, to be effective upon the date of recordation of this Termination.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Heritage hereby declares and states as follows:


1. **Termination of the Party Wall Agreements and the Covenant.** Effective as of the date of recordation hereof, the Party Wall Agreements and the Covenant and all rights and obligation of the parties thereunder, are hereby terminated and of no further force and effect.

IN WITNESS WHEREOF, Heritage has executed this Termination as of the day and year first above written.

**THE HERITAGE AT MILLENNIUM PARK,
LLC, a Delaware limited liability company**

By: THE HERITAGE AT MILLENNIUM
PARK MEZZANINE LLC, a Delaware
limited liability company, its Sole Member
and Manager


By: MESA MPT, LLC, a Delaware
limited liability company, its
Manager

By: 
Name: Richard A. Hanson
Title: Manager

STATE OF ILLINOIS §
§
COUNTY OF COOK §

Before me, a Notary Public in and for said County and State, personally appeared Richard A. Hanson, the Manager of Mesa MPT, LLC, a Delaware limited liability company, the Manager of The Heritage at Millennium Park Mezzanine, LLC, a Delaware limited liability company, the Sole Member and Manager of The Heritage at Millennium Park, LLC, a Delaware limited liability company, who acknowledged execution of the foregoing instrument as such Manager, acting for and on behalf of said company, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 30th day of July, 2002.


Notary Public

My Commission Expires:

7/28/2003



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EXHIBIT A 0020886506

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1:

THE WEST ½ OF LOT 1 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2:

THE EAST ½ OF LOT 1 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 3:

LOT 2 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 4:

LOT 3 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 5:

LOT 4 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 6:

LOT 5 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 7:

LOT 6 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.