

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Lawrence M. Gritton, Esq.
Katz Randall Weinberg & Richmond
333 West Wacker Drive, Suite 1800
Chicago, Illinois 60606
(312) 807-3800



KRWR File No. 07213.02000

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Property of Cook County Clerk's Office

AMENDMENT TO GRANT OF ACCESS EASEMENT

[Monroe/Clinton - Park Alexandria]

THIS AMENDMENT TO GRANT OF ACCESS EASEMENT ("Grant") is made and entered into as of the 15th day of May, 2002, by **PARK ALEXANDRIA LLC**, f/k/a **JEFFERSON/CLINTON LLC**, an Illinois limited liability company (hereinafter referred to together with its successors and assigns as the "**Park Alexandria 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 **118 S. CLINTON, LLC**, an Illinois limited liability company (hereinafter referred to, together with its successors and assigns, as the "**Clinton Owner**"), as follows:

RECITALS:

A. Park Alexandria Owner is the owner of a parcel of land legally described on **Exhibit A** attached hereto and incorporated herein by reference upon which Park Alexandria Owner is constructing certain improvements, commonly known as 125 South Jefferson, Chicago, Illinois (hereinafter referred to collectively as the "**Park Alexandria Property**").

B. Monroe Owner is the owner of a currently improved parcel of land commonly known as 555 West Monroe Street, Chicago, Illinois, and legally described on **Exhibit B** attached hereto and incorporated herein by reference (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 Property**").

D. Pursuant to a Grant of Access Easement dated as of October 31, 2000, and recorded on November 2, 2000, as Document No. 00866228 and re-recorded on December 13, 2000, as Document No. 00977332 (hereinafter as the "**Existing Grant**"), Park Alexandria Owner granted to Monroe Owner and Clinton Owner Easements over a portion of the Park Alexandria Property legally described on **Exhibit D**

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attached to the Existing Grant and depicted on Exhibit E to the Existing Grant in order to allow access to the proposed loading areas of the Monroe Property and to the Clinton Property through the existing north-south alley adjacent to and west of the Clinton Property and newly dedicated east-west public alleys adjacent to and south and north of the Clinton Property.

E. Park Alexandria Owner desires to amend the height restrictions in the granting of such Easements, and the Monroe Owner and Clinton Owner are agreeable to same, on the terms and conditions hereafter set forth.

F. Initially capitalized terms used but not defined herein shall have the meanings of such terms in the Existing Grant.

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 Section 1.
2. **Amendments to Existing Grant.** The Existing Grant is hereby amended by deleting the words and figure "sixteen (16) feet" in the last sentence of Section 2(a) (appears twice) and the last sentence of Section 2(b), and replacing them with the words and figure "fourteen (14) feet."
3. **Binding Effect.** Except as modified herein, the terms, conditions and covenants of the Existing Grant shall remain in full force and effect, are hereby ratified and affirmed, and shall be binding upon and inure to the benefit of the Owners and their respective successors and permitted assigns.
4. **Counterparts.** This Amendment may be executed in counterparts all of which, when taken together, shall constitute but one and the same instrument.
5. **Enforceability.**
 - (a) This Amendment shall be enforceable in the Circuit Court of Cook County, in accordance with the laws of the State of Illinois, by appropriate action at law or in equity.
 - (b) The illegality, invalidity or unenforceability under any law of any covenant, restriction or condition, or of any other provision of this Amendment shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Amendment, so long as the general intent of this Amendment can still be given effect without the defective provision.
 - (c) This Amendment and all terms and conditions hereof shall be construed and enforced in accordance with the laws of the State of Illinois.

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IN WITNESS WHEREOF, the Park Alexandria Owner has executed this Amendment as of the date first above written.

**PARK ALEXANDRIA LLC, f/k/a
JEFFERSON/CLINTON LLC, an Illinois limited
liability company**

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

By: *Steven D. Fifield*
Steven D. Fifield, Manager

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, *Kathryn Hutcheson*, 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 PARK ALEXANDRIA LLC, f/k/a 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 PARK ALEXANDRIA LLC, f/k/a JEFFERSON/CLINTON LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22 day of May, 2002.



Kathryn A. Hutcheson
Notary Public

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CONSENT OF PARK ALEXANDRIA PROPERTY MORTGAGEE

The undersigned, NATIONAL CITY BANK OF MICHIGAN/ILLINOIS, the first mortgagee of the Park Alexandria Property pursuant to a Mortgage, Security Agreement, Assignment of Leases and Rents, Financing Statement, and Fixture Filing recorded on December 3, 2001, as Document 0011134343, executed by Park Alexandria Owner, hereby consents to the foregoing Amendment to Grant of Access Easement.

Dated: June 3, 2002.

NATIONAL CITY BANK OF MICHIGAN/ILLINOIS

By: _____

Name: Tracy S. Harrison

Title: Assistant Vice President

ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF COOK)

I, Frances S. Griffin, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Tracy S. Harrison, as AVP of NATIONAL CITY BANK OF MICHIGAN/ILLINOIS, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such AVP of said NATIONAL CITY BANK OF MICHIGAN/ILLINOIS 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 NATIONAL CITY BANK OF MICHIGAN/ILLINOIS for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of June, 2002.



Frances S. Griffin
Notary Public

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CONSENT OF QUAKER

The undersigned, **THE QUAKER OATS COMPANY**, a tenant of the Monroe Property pursuant to a certain Office Lease dated April 24, 2000, as amended, executed by Monroe Owner, hereby consents to the foregoing Amendment to Grant of Access Easement.

Dated: Sept 5, 2002.

THE QUAKER OATS COMPANY

By: Michael T. Welch
Name: Michael T. Welch
Title: Vice President

ACKNOWLEDGMENT

STATE OF IL)
COUNTY OF Cook)

I, Alexandra Huizar-Ortiz, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Welch, as Vice President of The Quaker Oats Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President of said Quaker Oats Company 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 Quaker Oats Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5 day of September, 2002.

Alexandra Huizar-Ortiz
Notary Public



CONSENT OF MONROE OWNER

The undersigned, MONROE/CLINTON LLC, an Illinois limited liability company, hereby consents to the foregoing Amendment to Access Easement Agreement.

Dated: May 22, 2002.

MONROE/CLINTON LLC, an Illinois limited liability company

By: ^{Monroe} FRC Jefferson LLC, an Illinois limited liability company, its Managing Member

By: [Signature]
Steven D. Fifield, Manager

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Lawrence M. Gritton a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Steven D. Fifield, as Manager of FRC MONROE LLC, the Managing Member of MONROE/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 MONROE 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 MONROE LLC, the Managing Member of MONROE/CLINTON LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of May, 2002.

[Signature]
Notary Public



CONSENT OF MONROE PROPERTY MORTGAGEE

The undersigned, **KEYBANK NATIONAL ASSOCIATION**, the first mortgagee of the Monroe Property pursuant to a Mortgage recorded on November 2, 2000, as Document No. 00866232 executed by the Monroe Owner, hereby consents to the foregoing Amendment to Grant of Access Easement.

Dated: 5-28, 2002.

KEYBANK NATIONAL ASSOCIATION

By: [Signature]
Name: RICHARD D. HOLLY
Title: VICE PRESIDENT

Property of Cook County

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, ANNETTE D. BROWN, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD D. HOLLY as VICE PRESIDENT of KeyBank National Association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT of said Bank 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 Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of May, 2002.



[Signature]
Notary Public

Office

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CONSENT OF JUNIOR MORTGAGEE

The undersigned, **CB RICHARD ELLIS STRATEGIC PARTNERS, L.P.**, the second mortgagee of the Monroe Property pursuant to a Mortgage recorded on November 2, 2000, as Document No. 00866265 executed by the Monroe Owner, and the second mortgagee of the Park Alexandria Property pursuant to a Construction Mortgage recorded on December 3, 2001, as Document No. 0011134510 executed by Park Alexandria Owner, hereby consents to the foregoing Amendment to Grant of Access Easement.

Dated: March 6-28, 2002.

CB RICHARD ELLIS STRATEGIC PARTNERS, L.P.

By: **CB Richard Ellis Partners, L.L.C.**, its General Partner

By: 

Name: John M. Gilb

Title: Secretary/Treasurer

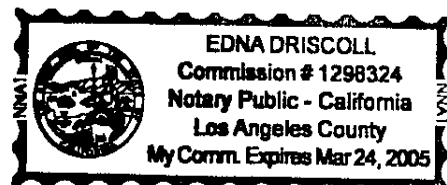
ACKNOWLEDGMENT

STATE OF CA)
)
COUNTY OF LOS ANGELES

I, EDNA DRISCOLL, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that John M. Gilb, as Secretary/Treasurer of CB Richard Ellis Partners, L.L.C., the General Partner of CB Richard Ellis Strategic Partners, L.P., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Secretary/Treasurer of said Company 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 Company, as General Partner, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of JUNE, 2002.


Notary Public



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CONSENT OF CLINTON OWNER

The undersigned, 118 S. CLINTON, LLC, an Illinois limited liability company, hereby consents to the foregoing Amendment to Access Easement Agreement.

Dated: 9/30, 2002.

118 S. CLINTON, LLC, an Illinois limited liability company

By Daniel Kaplan
Name: Daniel Kaplan
Title: Managing Member

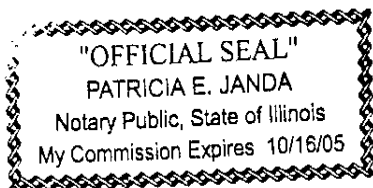
ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, PATRICIA E. JANDA, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID KAPLAN as MANAGING MEMBER of 118 S. CLINTON, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ of said Company 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 Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of September 2002.

Patricia E. Janda
Notary Public



CONSENT OF CLINTON PROPERTY MORTGAGEE

The undersigned, WELLS FARGO BANK MINNESOTA, N.A.(f/k/a and successor by merger to NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF FIRST UNION-LEHMAN BROTHERS-BANK OF AMERICA COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-C2, the successor first mortgagee of the Clinton Property pursuant to a Mortgage recorded on January 6, 1998, as Document No. 98010465, executed by the Clinton Owner, and assignment thereof to the undersigned recorded on November 18, 1998 as Document No. 08042844, hereby consents to the foregoing Amendment to Grant of Access Easement.

Dated: 9-18, 2002.

WELLS FARGO BANK MINNESOTA, N.A.(f/k/a and successor by merger to NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF FIRST UNION-LEHMAN BROTHERS-BANK OF AMERICA COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-C2

By: ORIX Capital Markets, LLC, its Special Servicer

By: [Signature]
Name: Angela Norris Johnson
Title: Portfolio Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

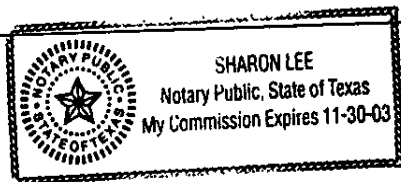
This instrument was ACKNOWLEDGED before me, on the 18th day of September, 2002, by Angela Norris Johnson, as Portfolio Manager, for ORIX CAPITAL MARKETS, LLC, as Special Servicer for and on behalf of WELLS FARGO BANK MINNESOTA, N.A.(f/k/a and successor by merger to NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF FIRST UNION-LEHMAN BROTHERS-BANK OF AMERICA COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-C2.

[SEAL]

My Commission Expires:

[Signature]
Notary Public, State of Texas

SHARON LEE
Printed Name of Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF PARK ALEXANDRIA PROPERTY

(125 S. JEFFERSON STREET – PARK ALEXANDRIA 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): 17-16-107-025, 027, 030, 031

EXHIBIT B

LEGAL DESCRIPTION OF MONROE PROPERTY

(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): 17-16-107-024, 026, 029

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EXHIBIT C

LEGAL DESCRIPTION OF CLINTON PROPERTY

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: 17-16-107-023

Property of Cook County Clerk's Office