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Prepared by and after Recording Return
to:

Stanford E. Gass, Esq.
Gass and Lewis, Ltd.
29 South LaSalle Street
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Chicago, Illinois 60603



Doc#: 0512606124
Eugene "Gene" Moore Fee: \$60.50
Cook County Recorder of Deeds
Date: 05/06/2005 02:11 PM Pg: 1 of 19

**SECOND AMENDMENT TO THE GRANT AND RESERVATION
OF EASEMENTS PERTAINING TO THE PROJECT COMMONLY
KNOWN AS THE RAVENSWOOD TOWN CENTER LOCATED
AT THE SOUTHEAST QUADRANT OF DAMEN AND WILSON
IN CHICAGO, ILLINOIS**

This Second Amendment ("Second Amendment") to the Grant and Reservation of Easements (the "Agreement") pertaining to the Project commonly known as Ravenswood Town Center, a Project consisting of six Parcels of real estate legally described on Exhibit A attached hereto, is made as of April 15, 2005, by and among the Owners of said Parcels, as such Owners are described below or their respective successors and assigns (collectively, the "Owners"):

(i) the Chicago Title Land Trust Company as Trustee under Trust Agreement dated May 1, 2002, and known as Trust Number 1110819, whose address is 171 North Clark Street, Chicago, Illinois 60601 (the "Trustee"), which owns the "Professional Office Building Parcel," the "Adler Pavilion Parcel," the "Old Hospital Parcel," and the "Residential Apartment Parcel and parking condominium units numbered 151 to 412 of the Parking Garage Condominium Parcel;"

(ii) HCRI Illinois Properties, LLC, a Delaware Limited Liability Company, whose address is One Seagate, P.O. Box 1475, Suite 1500, Toledo, Ohio 43603, ("HCRI"), which owns the "Specialty Care Pavilion Parcel" and parking condominium units numbered 1 to 150, both inclusive, of the "Parking Garage

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Condominium Parcel;" and,

(iii) 4501 North Damen Parking Garage Condominium Association, a Illinois Condominium Association, whose address is c/o David Lehman, 332 North Harvey Avenue, Oak Park, Illinois 60302, (the "Parking Garage Condominium Association"), which is the Association which manages the "Parking Garage Condominium Parcel."

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

WITNESSETH

WHEREAS, the Trustee recorded the Agreement in the Office of the Recorder of Deeds of Cook County, Illinois on December 23, 2002 as Document No. 0021432118, thereby submitting the real estate (more particularly described on Exhibit A attached to the Agreement) to the Agreement's terms and conditions;

WHEREAS, the recorded Agreement was assembled with the exhibits incorrectly prepared and/or attached which Trustee clarified and corrected by the First Amendment to the Agreement dated the 20th day of March, 2003, which First Amendment was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 31, 2003, as Document No. 00304351-1 ("First Amendment"); and,

WHEREAS, on and after the date (the "Effective Date") which is the later to occur of December 31, 2005, or the "New Termination Date" as such term is defined in the Agreement To Modify And Partially Terminate Lease, dated as of April 15, 2005, by and among Trustee, HCRI and other persons ("Termination Agreement"), the Owners desire to modify and amend the provisions, easements, covenants, conditions, restrictions, burdens, uses, charges, rights and privileges over, under, in and upon certain of the Parcels to reflect changes in the structure or functional dependency among or operation of those Parcels, intending these modifications to exist and to run with the land at all times and to be binding upon and inure to the benefit of the Owners, and any party acquiring any right, title, interest or estate in or to any Parcel or portion of any Parcel.

NOW THEREFORE, THE OWNERS HEREBY AMEND THE AGREEMENT, AS OF THE EFFECTIVE DATE, AS FOLLOWS:

1. **ARTICLE II, Grants of Easements**, is amended by amending Paragraph 2.1, entitled "Easements Burdening the Specialty Care Pavilion Parcel" as follows:

1. Each and all easements granted and created for the benefit of the Residential Apartment Parcel, the Old Hospital Parcel, the Adler Pavilion Parcel, the Parking Garage Condominium Parcel and the Professional Office Building Parcel in paragraph **2.1 (A)(ii)** (except to the extent provided in paragraphs 5.1 and 5.2 of Article V which are preserved and retained), **(B), (D), (E)(i) and (F)**,

and,

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each and all other rights of every kind, nature and type granted in the Agreement to use, operate and otherwise deal with the Facilities, Shared Facilities and Shared Facilities Easement Areas located in, on, under or above Specialty Care Pavilion Parcel (except air rights and construction easements over the Specialty Care Pavilion Annex which are preserved and reserved to the Owner thereof) for the benefit of the Residential Apartment Parcel, the Old Hospital Parcel, the Adler Pavilion Parcel, the Parking Garage Condominium Parcel and the Professional Office Building Parcel,

are hereby terminated, cancelled and released effective as of the Effective Date. Excepted and excluded from the termination, cancellation and release are the above excepted rights and easements and also the easement rights granted and created in paragraphs 2.1(A)(i), 2.1 (C) and 2.1 (E)(ii) of Article II which are retained and preserved.

2. **ARTICLE II, Grants of Easements**, is amended by amending Paragraph 2.2, entitled "Easements Burdening the Residential Apartment Parcel" as follows:

1. Each and all easements granted and created for the benefit of the Specialty Care Pavilion Parcel in paragraph 2.2 (A)(ii) (except to the extent provided in paragraph 4.1 of Article IV and paragraphs 5.1 and 5.2 of Article V which are preserved and retained), (B), (D) and (E)(i),

and,

each and all other rights of every kind, nature and type granted in the Agreement to use, operate and otherwise deal with the Facilities, Shared Facilities and Shared Facilities Easement Areas located in, on, under or above the Residential Apartment Parcel for the benefit of the Specialty Care Pavilion Parcel,

are hereby terminated, cancelled and released effective as of the Effective Date. Excepted and excluded from the termination, cancellation and release are the above excepted rights and easements and also easement rights granted and created in paragraphs 2.2 (A)(i), 2.2 (C) and (E)(ii) of Article II which are retained and preserved.

3. **ARTICLE II, Grants of Easements**, is amended by amending Paragraph 2.3, entitled "Easements Burdening the Old Hospital Parcel" as follows:

1. Each and all easements granted and created for the benefit of the Specialty Care Pavilion Parcel in paragraph 2.3 (A)(ii) (except to the extent provided in paragraph 4.1 of Article IV and paragraphs 5.1 and 5.2 of Article V which are preserved and retained), (B), (D) and (E)(i), (F), (G), and (H),

and,

each and all other rights of every kind, nature and type granted in the Agreement to use, operate and otherwise deal with the Facilities, Shared Facilities and Shared Facilities Easement Areas located in, on, under or above the Old Hospital

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Parcel for the benefit of the Specialty Care Pavilion Parcel,

are hereby terminated, cancelled and released effective as of the Effective Date. Excepted and excluded from the termination, cancellation and release are the above excepted rights and easements and also the easement rights granted and created in paragraphs 2.3 (A)(i), 2.3 (C) and (E)(ii) of Article II which are retained and preserved. The rights reserved under paragraph 2.3(C) include, but are not limited to, the rights under the Termination Agreement (i) to construct the Projects (as defined in the Termination Agreement) on or before the New Termination Date, (ii) to install the cul du sac and new west entrance on the Specialty Care Pavilion Parcel referred to in Section 13 of this Second Amendment on or before one year after the recording of the City of Chicago's PUD Reasoning Trustee's OH Property ("Stated Date"), and (iii) to install a vault referred to in Section 11 of this Second Amendment.

4. **ARTICLE II, Grants of Easements**, is amended by amending Paragraph 2.4, entitled "Easements Burdening the Adler Pavilion Parcel" as follows:
1. Each and all easements granted and created for the benefit of the Specialty Care Pavilion Parcel in paragraph 2.4 (A)(ii) (except to the extent provided in paragraph 4.1 of Article IV and paragraphs 5.1 and 5.2 of Article V which are preserved and retained), (B), (C) (E)(i),

and,

each and all other rights of every kind, nature and type granted in the Agreement to use, operate and otherwise deal with the Facilities, Shared Facilities and Shared Facilities Easement Areas located in, on, under or above the Adler Pavilion Parcel for the benefit of the Specialty Care Pavilion Parcel, are hereby terminated, cancelled and released effective as of the Effective Date. Excepted and excluded from the termination, cancellation and release are the above excepted rights and easements and also the easement rights granted and created in paragraphs 2.4 (A)(i), 2.4 (C),(E)(ii) and (F) of Article II which are retained and preserved.

5. **ARTICLE II, Grants of Easements**, is amended by amending Paragraph 2.5, entitled "Easements Burdening the Parking Garage Condominium Parcel" as follows:

1. Each and all easements granted and created for the benefit of the Specialty Care Pavilion Parcel in paragraph 2.5 (A)(ii) (except to the extent provided in paragraph 4.1 of Article IV and paragraphs 5.1 and 5.2 of Article V which are preserved and retained), (B), (D) and (E)(i),

and,

each and all other rights of every kind, nature and type granted in the Agreement to use, operate and otherwise deal with the Facilities, Shared Facilities and Shared Facilities Easement Areas located in, on, under or above the Professional Office Building Parcel for the benefit of the Specialty Care Pavilion

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Parcel are hereby terminated, cancelled and released effective as of the Effective Date. Excepted and excluded from the termination, cancellation and release are the above excepted rights and easements and also the easement rights granted and created in paragraphs 2.5 (A)(i), 2.5 (C) and (E)(ii) of Article II which are retained and preserved.

6. **ARTICLE II, Grants of Easements**, is amended by amending Paragraph 2.6, entitled "Easements Burdening the Professional Office Building Parcel" as follows:
1. Each and all easements granted and created for the benefit of the Specialty Care Pavilion Parcel in paragraph **2.6 (A)(ii)** (except to the extent provided in paragraph 4.1 of Article IV and paragraphs 5.1 and 5.2 of Article V which are preserved and retained), **(B), (D) and (E)(i)**,
and,
each and all other rights of every kind, nature and type granted in the Agreement to use, operate and otherwise deal with the Facilities, Shared Facilities and Shared Facilities Easement Areas located in, on, under or above the Professional Office Building Parcel for the benefit of the Specialty Care Pavilion Parcel,
are hereby terminated, cancelled and released effective as of the Effective Date. Excepted and excluded from the termination, cancellation and release are the above excepted rights and easements and also the easement rights granted and created in paragraphs 2.6 (A)(i), 2.6 (C) and (E)(ii) of Article II which are retained and preserved.
7. **ARTICLE III Relocation and Temporary Interference with Use of Easements**, is amended by amending paragraph 3.5. by deleting the date June 30, 2004, and substituting in its place the date of December 31, 2006.
8. **ARTICLE IV, Use Restrictions and Certain Agreements Among the Owners**, is amended by deleting paragraph 4.5 **Delivery Docks** and substituting the following in its place and stead:
"4.5 **Delivery Docks**. Each Parcel Owner shall use only the Delivery Docks located on its Parcel."
9. **ARTICLE IV, Use Restrictions and Certain Agreements Among the Owners**, is amended by deleting paragraph 4.8 **Real Estate Tax Bills Allocable to Generator Room** and substituting the following in its place and stead:
"4.8 Effective as of the Effective Date, the generator room in the basement of the Specialty Care Pavilion Parcel and the generators in this room are no longer a "Shared Facility Easement Area" and "Facility." The Owner of the Specialty Care Pavilion Parcel is entitled to exclusive use of such room and generators. Concurrently with signing this Second

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Amendment, all Owners (except the Owner of the Specialty Care Pavilion Parcel) have paid in full their prorata obligation to pay $\frac{1}{2}$ of 1% of the real estate tax bill attributable to the Specialty Care Pavilion Parcel for access and use of this Shared Facility Easement Area and the generators and hereby release and terminate all right of access to and use of such room and the generators. This tax proration shall be final and shall not be subject to reparation."

10. **ARTICLE IV, Use Restrictions and Certain Agreements Among the Owners**, is amended by adding the following Paragraph 4.9, concerning seven (7) parking spaces:

"4.9 **Seven Surface Parking Spaces.** As provided in the Termination Agreement, the Owner of the Specialty Care Pavilion Parcel has the right to acquire by exchange good title to up to seven (7) surface parking spaces in a future parking lot to be located in Sub-Area A (i.e. Professional Office Building Parcel) in an area immediately west of Winchester Avenue, near the planned new west entrance to the Special Care Pavilion, in exchange for the conveyance to Trustee of good title to an equal number of spaces owned by the Owner of the Specialty Care Pavilion Parcel in the Parking Garage Condominium Parcel. The parking spaces to be exchanged by the Owner of the Specialty Care Pavilion Parcel in the Parking Garage Condominium Parcel shall be Units numbered 150 and the contiguous Units in descending order, to wit: Unit numbers 149, 148, 147, 146, 145, and 144. Title to the exchanged parking spaces shall be free and clear of mortgage liens and all other encumbrances including condominium assessments to the date of the exchange. Owner of the Specialty Care Pavilion Parcel will pay for the title insurance and other closing costs on the lots it is acquiring from Trustee. Trustee will pay for the title insurance and other closing costs on the lots it is acquiring in the exchange. Real estate taxes on the exchanged parking spaces shall be prorated and adjusted as of the date of the exchange based on 105% of the most recently ascertainable real estate taxes which proration shall be final. Other customary adjustments shall also be made. The lots will be exchanged in their respective "As Is" condition as of the date of such exchange. The provisions of this paragraph 4.9 are intended to give notice of the rights and obligations for the exchange of parking spaces set forth in the Termination Agreement. The new owners of the exchanged lots shall have vehicular and pedestrian access to the exchanged lots over the paved portions of the Total Parcel."

11. **ARTICLE IV, Use Restrictions and Certain Agreements Among the Owners**, is amended by adding the following Paragraph 4.10:

"4.10 **Conditions for Subterranean Vaults or Other Improvements on**

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the Specialty Care Pavilion Parcel. If it shall install a subterranean vault or other improvement (the "vault") on the Specialty Care Pavilion Parcel immediately west of Building 5 of the Old Hospital Parcel, the Owner of the Specialty Care Pavilion Parcel agrees that the vault (i) shall not be not more than six (6) feet above the existing street grade, (ii) shall be covered in face brick which shall substantially match the face brick on the Specialty Care Pavilion, and (iii) installation shall not include any devices, including medical devices, which will emit an audible sound which is a nuisance to persons living in or using this Building 5 of the OH Property and shall include reasonable sound proofing as required. The devices or equipment installed in the vault shall comply with all then applicable laws including without limitation Illinois Department of Public Health regulations as to noise and emissions."

12. **ARTICLE IV. Use Restrictions and Certain Agreements Among the Owners,** is amended by adding the following Paragraph 4.11:

"4.11 Resurfacing the Exterior Wall of the Specialty Care Pavilion Parcel Upon the Demolition of Portions of the Old Hospital Parcel. The Owner of the Old Hospital Parcel may demolish portions of the Old Hospital Parcel from time to time. The demolition may reveal exterior wall surface areas on the Specialty Care Pavilion Parcel which do not reasonably match the previously exposed surface areas of the Specialty Care Pavilion Parcel and the West side of the Annex attached to the Specialty Care Pavilion Parcel. In any such case, within 120 days after such exposure, the Owner of the Old Hospital Parcel, at its expense, shall resurface the newly exposed exterior wall areas on the Specialty Care Pavilion Parcel to reasonably match the previously exposed surfaces."

13. **ARTICLE IV. Use Restrictions and Certain Agreements Among the Owners,** is amended by adding the following Paragraph 4.12:

"4.12 Cul de Sac and Front Entrance Work. The Owner of the Specialty Care Parcel may install a new front entrance and a Cul de Sac on the west side of the Specialty Care Pavilion Parcel. In the Termination Agreement, the Owner of the Specialty Care Pavilion Parcel and the Owner of the Old Hospital Parcel have made agreements concerning such improvements, the Owner of the Old Hospital Parcel's granting of an easement, annual payments by the Owner of the Specialty Care Pavilion Parcel to the grantor of the easement and related matters. The provisions of this paragraph 4.12 are intended to give notice of such agreement. If the Cul de Sac has not been installed and completed on or before the Stated Date, these easement and related provisions contained in the Termination Agreement and this Paragraph 4.12 shall be conclusively deemed released and terminated and these parties released from all

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further obligations relating thereto.”

14. **ARTICLE IV. Use Restrictions and Certain Agreements Among the Owners**, is amended by adding the following Paragraph 4.13:
 “4.13. Ownership Voting Percentages. In the Termination Agreement, the Owner of the Specialty Care Pavilion Parcel and the Owner of the Old Hospital Parcel have made agreements concerning the real estate described therein as the “Modified Kitchen Premises”, now located on the Old Hospital Parcel. In the event that the Owner of the Old Hospital Parcel shall convey the title to the Modified Kitchen Premises to the Owner of the Specialty Care Pavilion Parcel, (a) the Ownership Voting Percentages (Paragraph 1.59) and the percentage of assessments to be paid by each Parcel Owner (Paragraph 6.3) shall not be altered and adjusted on account of such conveyance, and (b) the Modified Kitchen Premises shall cease to be part of the Old Hospital Parcel (as defined in Paragraph 1.50) and shall become part of the Specialty Care Pavilion Parcel (as defined in Paragraph 1.70) of the Agreement. If such conveyance is made, the Owners of these respective Parcels shall file an amendment to this Agreement setting forth the legal description of the Modified Kitchen Premise and setting forth the date of the conveyance. As of the present date, no agreement exists between these Owners of these respective Parcels creating any obligation to convey the Modified Kitchen Premises.”
15. **ARTICLE V Structural Supports; Party Walls**, paragraph 5.2(A) is hereby amended as to the Specialty Care Pavilion Parcel Owner and Old Hospital Parcel Owner by terminating and cancelling the right to use, to maintain, to repair and to replace, in or on the OHP/SCP Party Wall any and all pipes, heating, ducts for cooling, ventilating, heating and other purposes, fixtures, electrical and other wires, plumbing, conduits and other Facilities originally or now located therein or thereon. The obligation of the Specialty Care Pavilion Parcel Owner and Old Hospital Parcel Owner to maintain and to remove these Facilities is subject to the terms of Section 9.E.3 of the Termination Agreement. All other rights to use the OHP/SCP Party Wall as set forth in paragraph 5.2(A) are retained and preserved.
16. **ARTICLE XIV Condemnation** is amended as to the Specialty Care Pavilion Parcel Owner and Old Hospital Parcel Owner, for only the period (“Special Period”) effective on the date of the Termination Agreement to and including the New Termination Date (as defined in the Termination Agreement), that condemnation proceeds as to the Boiler Building Premises (as defined in the Termination Agreement) shall be used and applied as provided in the Termination Agreement. Effective as of the New Termination Date, this amendment to Article XIV shall terminate and become null and void and Article XIV shall be in all respects reinstated and in full force and effect. Except as

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herein expressly amended during the Special Period, the provisions of Article XIV remain in full force and effect.

17. **ARTICLE XVIII Alterations**, for purposes of this Agreement, the parties consent to the construction of the Projects, the performance of Trustee's Separation Wall Work and Hallway Separation Wall Work and the performance of other work required of any party to, and as defined in, the Termination Agreement, effective on the date of the Termination Agreement, but subject to any other consents or approvals required under the Termination Agreement.
18. **ARTICLE XI Liens, Debts, Interest and Remedies**, paragraph 11.5, is amended by deleting the reference to Bank One and substituting in its place J. P. Morgan Chase Bank.
19. **ARTICLE I Definitions**, paragraph 1.68 (Shared Facilities) is amended (i) by correcting the schedule entitled "Schedule 1.25 – Shared Facilities" to read as "Schedule 1.68 – Shared Facilities" and (ii) by substituting the attached Amended Schedule 1.68 – Shared Facilities in its place and stead. As of the Effective Date, Shared Facilities shall include only those listed on Amended Schedule 1.68.
20. **ARTICLE II, Grants of Easements**, is amended by further amending Paragraph 2.1, entitled "Easements Burdening the Specialty Care Pavilion Parcel" and by further amending Paragraph 2.3, entitled "Easements Burdening the Old Hospital Parcel" as follows: The Termination Agreement (i) grants to Trustee, in its sole discretion, the right to disconnect and relocate a sewer line described as the Lessor's (i.e. Trustee's) Sewer Relocation Work, (ii) provides for the granting of necessary easements appurtenant to the Modified Kitchen Premises and the Specialty Care Pavilion Parcel to relocate the sewer line, (iii) provides for HCRI to grant a non-exclusive perpetual sewer easement appurtenant to the Modified Kitchen Premises for this sewer line to pass under and through the Specialty Care Pavilion Parcel and (iv) provides for Trustee to grant a non-exclusive perpetual sewer easement appurtenant to the Specialty Care Pavilion Parcel for this sewer line to pass through and under the Modified Kitchen Premises. If it shall fail to disconnect and relocate this sewer line as provided in the Termination Agreement, Trustee agrees, on or before six months after the New Termination Date, to grant to HCRI a non-exclusive perpetual sewer easement appurtenant to the Modified Kitchen Premises to continue to use the existing sewer line extending from the Modified Kitchen Premises to the sewer line located in Winchester Avenue, west of and adjacent to the Specialty Care Pavilion Parcel. These additional provisions of paragraphs 2.1 and 2.3 are intended to give notice of the rights and obligations relating to such sewer contained in the Termination Agreement and in these paragraphs 2.1 and 2.3."

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21. The Owners further acknowledge and ratify the recording of the First Amendment and mutually adopt the First Amendment's clarifications and corrections to the Agreement effective on the date of its recording.
22. Except as amended in this Second Amendment, the terms and conditions of the Agreement, as amended by the First Amendment, shall continue in full force and effect and are hereby ratified in their entirety. This Second Amendment may be executed in counterparts, each of which shall be an original, but all of which shall constitute the same document.
23. Land Trustee Exculpation. It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS:

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IN WITNESS WHEREOF, the Owners have caused their names to be signed to these presents on the day and year first written above.

CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 2002, AND KNOWN AS TRUST NO. 1110819

By: *Lidia Marınca*
Name: LIDIA MARINCA
Title: ASST. VICE PRESIDENT



HCRI ILLINOIS PROPERTIES LLC.

By: Health Care REIT, Inc.,
Its sole member
By: *Erin C. Ibele*
Name: ERIN C. IBELE
Title: VICE PRESIDENT & CORPORATE SECRETARY

4501 North Damen Garage Condominium Association

By: *David Lehman*
Name: David Lehman
Title: President

Cook County Clerk's Office

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HCRI'S ACKNOWLEDGMENT

STATE OF OHIO

COUNTY OF

Lucas

SS:

The undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT ERIN C. IBELE, the VICE PRESIDENT of Health Care REIT, Inc., a Delaware corporation, the sole member of HCRI Illinois Properties, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation and limited liability company, for the purposes therein contained.

Given under my hand and official seal this 21 day of April, 2005.

Rita J. Rogge
Notary Public



RITA J. ROGGE
Notary Public, State of Ohio
Commission Expires 8/26/05

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CONSENT OF MORTGAGEE

The undersigned, The Private Bank and Trust Company, as Mortgagee under that certain mortgage dated as of October 3, 2003, executed by Trustee, as mortgagor, and recorded on October 28, 2003, with the Cook County Recorder of Deeds as document number 0330101011, as amended, HEREBY CONSENTS to the execution and recording of the above Second Amendment to the Grant and Reservation of Easements pertaining to the Project commonly known as Ravenswood Town Center ("Declaration of Easements") recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 23, 2002 as Document No. 0021432118 and HEREBY SUBORDINATES the lien of its Mortgage to the above Second Amendment and also to the First Amendment of the Declaration of Easements, recorded as document number 0030435141.

In witness whereof, the undersigned has executed this Mortgagee Consent as of April 15, 2005.

The Private Bank and Trust Company

By: [Signature]

Name JANE FRID

Title AMD

State of Illinois, County of Cook, ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JANE FRID, personally known to me to be the ~~President~~ **Associate Managing Director of The Private Bank and Trust Company**, and personally known to me to be the same persons whose names is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer, he/she signed and delivered the said instrument as such officer of said Bank, pursuant to authority, given by the Board of Directors/Managers of said Bank as his/her free and voluntary act, and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18 day of April, 2005.

Commission expires:
9-12-05

[Signature]



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EXHIBIT A

Legal Description of Real Estate

Common Address: 4550 North Winchester, Chicago, Illinois

PINs:

14-18-212-028-1001, 14-18-212-028-1002, 14-18-212-028-1003,
14-18-212-029-0000, 14-18-212-030-0000, 14-18-212-031-0000,
14-18-212-032-0000, 14-18-213-020-0000, 14-18-213-021-0000,
14-18-213-022-0000, 14-18-213-023-0000

Legal Description of Real Estate:

Sub-Area A: That part of Lots 1 to 10 and Lots 15 to 24 and part of the North/South vacated alley adjoining said Lots and part of the public North/South alley adjoining said Lots and part of vacated North Winchester Avenue adjoining Lots 6 to 8 in Block 15 in Ravenswood, being a subdivision of part of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 18 and part of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, all taken as a tract, described as follows: beginning at the Northwest corner of Lot 24 aforesaid; Thence South 00° 07' 32" East along the West line of Lots 13 to 24 aforesaid 306.63 feet to a point 278.01 feet North of the Southwest corner of Lot 12 in said Subdivision; Thence North 89° 57' 31" East 147.55 feet; Thence South 00° 30' 26" East 37.88 feet; Thence North 90° 00' 00" West 19.72 feet; Thence South 00° 07' 27" East 100.22 feet; Thence North 89° 52' 33" East 196.74 feet to the West line of North Winchester Avenue; Thence North 00° 07' 32" West along said West line 51.69 feet; Thence South 89° 59' 43" East 24.97 feet; Thence North 00° 00' 17" East 108.15 feet; Thence North 89° 59' 43" West 158.50 feet; Thence North 00° 02' 49" East 129.92 feet; Thence North 89° 57' 11" West 20.0 feet; Thence North 00° 02' 49" East 154.25 feet to the North line of said tract; Thence North 89° 57' 11" West along said North line 172.38 feet to the point of beginning, in Cook County, Illinois.

Sub-Area B: That part of Lots 1 to 6 in Block 15 and part of Lots 18 to 24 in Block 14 and part of vacated North Winchester Avenue adjoining said Lots, all in Ravenswood, being a subdivision of part of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 18 and part of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, all taken as a tract, described as follows: beginning at a point in the North line of said tract 172.38 feet East of the Northwest corner of Lot 24 in Ravenswood aforesaid; Thence South 89° 57' 11" East along said North line 232.44 feet; Thence South 00° 14' 46" East 177.62 feet; Thence North 90° 00' 00" West 16.53 feet; Thence South 00° 09' 14" West 10.06 feet; Thence North 90° 00' 00" East 16.55 feet; Thence South 00° 01' 39" West 127.31 feet; Thence South 89° 44' 43" West 54.88 feet; Thence North 00° 00' 17" East 31.22 feet; Thence North 89° 59' 43" West 158.50 feet; Thence North 00° 02' 49" East 129.92 feet; Thence North 89° 57' 11" West 20.0 feet; Thence North 00° 02' 49" East 154.25 feet to the point of beginning, in Cook County, Illinois.

Sub-Area C: That part of Lots 18 to 24 in Block 14 and part of vacated North Winchester Avenue adjoining said Lots in Ravenswood, being a subdivision of part of

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the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 18 and part of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, all taken as a tract and described as follows: beginning at the Northeast corner of said tract; Thence South 00° 07' 32" East along the East line of said tract 232.72 feet to the Easterly extension of the North face of a 1 story brick building; Thence North 89° 58' 54" West along said extension and the North face of said building, 104.35 feet to the West face of said 1 story brick; Thence South 00° 07' 10" East 107.40 feet; Thence South 89° 46' 32" West 46.08 feet; Thence North 00° 01' 39" East 152.72 feet; Thence North 90° 00' 00" West 16.55 feet; Thence North 00° 09' 14" East 10.06 feet; Thence North 90° 00' 00" East 16.53 feet; Thence North 00° 14' 46" East 177.62 feet to the North line of said tract; Thence South 89° 57' 11" East along said North line 152.38 feet to the point of beginning, in Cook County, Illinois. ALSO

That part of Lots 18, 19 and 20 in Block 14 in Ravenswood, being a subdivision of part of the Northeast quarter and the Northeast Quarter of the Southeast Quarter of Section 18 and part of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, lying above a horizontal plane having an elevation of 44.55 feet Chicago City Datum and lying within its horizontal boundary projected vertically and described as follows: commencing at the Southeast corner of Lot 3 in Samuel Brown Jr's Subdivision of Lots 13 and 14 in Block 14 in Ravenswood aforesaid; Thence North 00° 07' 32" West along the East line of Lot 3 aforesaid and the East line of Lot 2 in Felix Canda's Resubdivision of Lot 15 in Block 14 in Ravenswood aforesaid and the East line of Lots 16, 17 and 18 in Block 14 in Ravenswood aforesaid for a distance of 246.54 feet to the point of beginning; Thence North 00° 07' 32" West along the East line of Lots 18, 19 and 20 aforesaid, 105.00 feet to the Easterly extension of the North face of a one story brick building; Thence North 89° 58' 54" West along said extension and the North face of said building, 104.35 feet to the West face of said one story brick; Thence South 00° 07' 01" East 105.44 feet; Thence South 89° 46' 32" East 104.36 feet to the point of beginning, in Cook County, Illinois.

Sub-Area D: Lots 1, 2 and 3 of Samuel Brown Jr.'s Subdivision of Lots 13 and 14 in Block 14 in Ravenswood being a Subdivision of part of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 18, and part of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with Lots 1 and 2 in Felix Canda's Resubdivision of Lot 15 in Block 14 in Ravenswood aforesaid, together with part of Lots 16, 17, 18, 19 and 20 and part of vacated North Winchester Avenue adjoining Lots 17 and 18 in Block 14 in Ravenswood aforesaid taken as a tract described as follows: beginning at the Southeast corner of said tract, thence North 00°07'32" West along the East line of said tract 351.45 feet to easterly extension of the north face of a one story brick building; thence North 89°58'54" West along said extension and the north face of said building 104.35 feet to the west face of said one story brick; thence South 00°07'01" East 107.40 feet; thence South 89°46'32" West 48.08 feet; thence North 00°01'39" East 25.42 feet; thence South 89°44'43" West 54.88 feet; thence South 00°00'17" West 76.94 feet; thence South 89°59'43" East 55.03 feet to the East line of North Winchester Avenue; thence South 00°07'32" East along said East line 192.13 feet to the Southwest corner of Lot 1 of Samuel Brown Jr.'s Subdivision aforesaid; thence North 90°00'00" East along the South line of Lots 1, 2 and 3 in Samuel Brown Jr.'s Subdivision aforesaid 152.39 feet to the point of beginning, **(except therefrom that part thereof lying above a horizontal plane having an elevation of 44.55 Chicago City Datum** and lying within its horizontal boundary projected vertically and described as follows: commencing at the Southeast corner of said tract; thence North 00°07'32" West along the East line of said tract 246.45 feet to the point of beginning; thence North 00°07'32" West along the East line of said tract 105.00 feet to easterly extension of the north face of a one story brick building; thence North 89°58'54"

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West along said extension and the north face of said building 104.35 feet to the west face of said one story brick; thence South 00°07'01" East 105.44 feet; thence South 89°46'32" East 104.36 feet to the point of beginning), in Cook County, Illinois.

Sub-Area E: That part of Lots 10 to 15 in Block 15 and part of vacated alley adjoining said Lots and part of public alley adjoining said Lots in Ravenswood, being a subdivision of part of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 18 and part of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, taken as a tract and described as follows: beginning at the Southeast corner of said tract; Thence North 00° 07' 32" West along the East line thereof 140.44 feet; Thence south 89° 52' 33" West 196.74 feet; Thence South 00° 07' 27" East 140.02 feet to the South line of said tract; Thence North 90° 00' 00" East along said South line 196.74 feet to the point of beginning, in Cook County, Illinois.

Sub-Area F: That part of Lots 13 to 18 in Block 15 together with part of the North/South vacated alley lying East of and adjoining Lots 17 and 18 in Block 15 all in Ravenswood being a subdivision of part of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 18 and part of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at the Southwest corner of Lot 13 aforesaid Thence North 90° 00' 00" East along the South line thereof 128.07 feet; Thence North 00° 07' 27" West 240.24 feet; Thence North 90° 00' 00" East 19.72 feet; Thence North 00° 30' 20" West 37.88 feet; Thence South 89° 57' 31" West 147.55 feet to the West line of Lot 18 aforesaid; Thence South 00° 07' 32" East along the West line of Lots 13 to 18 aforesaid 278.01 feet to the point of beginning, in Cook County, Illinois.

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AMENDED SCHEDULE 1.68

Amended List of Shared Facilities

<u>Facility</u>	<u>Location</u>	<u>Benefitted Parcels</u>
Piping and Conduit	Basement ceiling of the Building on the Old Hospital Parcel, excepting and excluding piping and conduit in the basement ceiling of the building on the Old Hospital Parcel to the extent located in the Modified Kitchen Premises	Professional Office Building
Piping and Conduit	Basement ceiling of the building on the Adler Pavilion Parcel and in a trench between the new Building on the Adler Pavilion Parcel and the Professional Office Building Parcel	Professional Office Building Parcel
Conduit and Piping	In a trench located on the Adler Pavilion Parcel and the Professional Office Building Parcel	Parking Garage Condominium Parcel Residential Apartment Parcel
Telecom rooms consisting of two rooms approximately 200 sq. ft. of size	Basement of the Building on the Old Hospital Parcel	Professional Office Building Parcel