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This instrument prepared by and,
after recording, return to:



Doc#: 0714231034 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/22/2007 10:58 AM Pg: 1 of 23

Mark S. Friedman, Esq.
Sugar, Friedberg & Felsenthal LLP
30 North LaSalle Street, Ste. 3000
Chicago, Illinois 60602

83 83 247 DA CSM

AMENDMENT TO CERTAIN EASEMENT PROVISIONS IN SUPPLEMENTAL DEED

THIS AMENDMENT TO CERTAIN EASEMENT PROVISIONS IN SUPPLEMENTAL DEED ("Amendment"), is made and entered into at Chicago, Illinois this 15th day of May, 2007, by and between 215 DEVELOPER, LLC, an Illinois limited liability company (herein called "Grantor"), as successor in interest to the ILLINOIS CENTRAL RAILROAD, an Illinois corporation (herein called "ICR"), and BFPRU I, LLC, a Delaware limited liability company (herein called "Grantee"), as successor in interest to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation (herein called "Prudential").

WITNESSETH:

WHEREAS Prudential, by Supplemental Deed from ICR, dated January 10, 1958 and recorded in the office of the Recorder of Deeds for Cook County, Illinois, on January 10, 1958 in Book 55812 at Page 326 as Document No. 17107675 (herein called "Supplemental Deed"), acquired perpetual easements, as appurtenances to the air rights property, conveyed by the Supplemental Deed, for purposes, including, but not limited to, of withdrawing from the Chicago River and discharging into said river or into sewers such amounts of water as may be required for the operation of air-conditioning systems in the Prudential Building and for providing surface drainage, sewage disposal, water and similar utilities for the Prudential Building and adjacent viaducts, said easements being specifically set forth and described in Article X of the Supplemental Deed and identified therein as the "pipe easement", the "intake easement" and the "tie-back easement"; and

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WHEREAS, the Supplemental Deed was amended by that certain Amendment to Supplemental Deed, by and between ICR and Prudential dated December 14, 1970 and recorded in the office of the Recorder of Deeds for Cook County, Illinois, on December 16, 1970 as document no. 21344815 (herein called "First Amendment"); and

WHEREAS, pursuant to the First Amendment, the pipe easement was amended for the purpose of permitting ICR and its successors in title to develop and to erect and maintain buildings and structures, whether of an air-right nature or otherwise, on, through, over and above the easement areas and Prudential agreed to join in such First Amendment provided the continuing rights of access of Prudential and its successors in title to the pipe easement after the easement areas were so developed remained substantially unimpaired and unrestricted as provided in the Supplemental Deed, particularly in Articles X and XVII thereof; and

WHEREAS, Grantor is the legal owner of that certain real property burdened by the pipe easement and legally described in Exhibit A attached hereto and made a part hereof (the "Servient Estate"); and

WHEREAS, Grantee is the legal owner of that certain real property benefited by the pipe easement and legally described in Exhibit B attached hereto and made a part hereof (the "Dominant Estate"), and that portion of "Parcel L" burdened by the pipe easement as depicted on Exhibit C attached hereto (the "Burdened Estate"); and

WHEREAS, Grantor has requested Grantee to further consent to an amendment permitting the relocation of the pipe easement on the Servient Estate for the purpose of permitting Grantor and its successors in title to further develop and to erect and maintain buildings and structures on the Servient Estate whether of an air-right nature or otherwise on, through, over and above the easement area affecting the Servient Estate, and Grantee is willing to join in such amendment provided the continuing rights of access of Grantee to the relocated pipe easement on the Servient Estate and such other rights as provided in the Supplemental Deed and the First Amendment remain unimpaired and unrestricted; and

WHEREAS, the terms for relocation of the pipe easement are provided in the Supplemental Deed and First Amendment, including, but not limited to, relocation being made without cost or expense to Grantee and without interruption of any services dependent on the facilities within the pipe easement; and

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WHEREAS, at the time of the First Amendment, the parties contemplated that in order to develop the area above or adjacent to the pipe easement, the pipe easement would not have to be changed to a location more than fifteen feet (15') distant from either side of the center line of the present pipe easement; however, the Grantor and Grantee have determined that such change is inadequate to accommodate the Grantor's proposed development, and Grantee expressly consents to such relocation; and

WHEREAS, Grantor and Grantee have agreed that the pipe easement on the Servient Estate and Burdened Estate shall now be relocated as depicted on Exhibit C attached hereto (and incorporated herein by this reference as if fully set forth herein) and legally described as follows, it being the intention of the parties to solely affect the relocation of the pipe easement on the Servient Estate and Burdened Estate (and this Amendment shall in no way affect the existing location of the pipe easement or other real property burdened or otherwise affected thereby):

A STRIP OF LAND, IN THE CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, SIX FEET (6') OF EVEN WIDTH, BEING THREE FEET (3') ON EACH SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF PARCEL "C" OF MID-AMERICA, A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION OF PART OF THE SOUTH HALF OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AT A POINT 17.86 FEET EAST OF THE NORTHWEST CORNER OF SAID PARCEL "C", SAID POINT BEING ALSO A POINT ON THE SOUTH LINE OF PARCEL "L";

THENCE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 35.52 FEET TO A POINT ON A LINE PARALLEL TO AND 143.06 FEET EAST OF THE EAST LINE OF N. BEAUBIEN COURT;

THENCE EAST ALONG A STRAIGHT LINE PERPENDICULAR TO THE EAST LINE OF N. BEAUBIEN COURT, A DISTANCE OF 178.45 FEET TO A POINT ON A LINE PARALLEL TO AND 321.50 FEET EAST OF THE EAST LINE OF N. BEAUBIEN COURT;

THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 84.78 FEET TO A POINT 120.30 FEET, MEASURED PERPENDICULARLY, NORTH OF THE NORTH LINE OF PARCEL "C", EXTENDED EAST;

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THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 51.17 FEET TO A POINT ON A LINE 94.60 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF N. STETSON AVENUE, SAID POINT BEING ALSO 73.90 FEET, MEASURED PERPENDICULARLY, NORTH OF THE NORTH LINE OF PARCEL "K" OF SAID MID-AMERICA RESUBDIVISION IN SECTION 10;

THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 169.79 FEET TO A POINT 53.98 FEET, MEASURED PERPENDICULARLY, SOUTH OF THE SOUTH LINE OF E. SOUTH WATER STREET;

THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, FORMING AN ANGLE OF 45° TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 101.07 FEET TO A POINT ON A LINE PARALLEL TO AND 354.50 FEET EAST OF THE EAST LINE OF N. BEAUBIEN COURT, EXTENDED NORTH;

THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 622.81 FEET TO THE POINT OF TERMINATION, IN COOK COUNTY, ILLINOIS; and

WHEREAS, Grantor and Grantee acknowledge and agree that the terms and conditions contained in this Amendment solely affect the Dominant Estate, the Servient Estate and the Burdened Estate, and the respective existing and subsequent owners thereof, and do not in any way modify or otherwise affect the terms and conditions contained in the Supplement Deed, as amended by the First Amendment, with respect to any other real property affected thereby.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, and to carry out the intention of the parties as stated in the foregoing recitals it is agreed as follows:

1. Recitals; Definitions. The foregoing recitals are incorporated herein as if set forth in full below, are material and form a part of this Amendment. Capitalized terms, unless defined herein, are as defined in the Supplemental Deed as amended by the First Amendment.

2. Modifications of Supplemental Deed.

2.1 Solely with respect to Grantor and Grantee (and their respective

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successors and assigns) as to the Dominant Estate, Burdened Estate and Servient Estate, Section 10.2 of Article X of the Supplemental Deed, as amended by the First Amendment, is further amended by substituting therefor the following:

Section 10.2. Change of Location. Grantee shall not be required to relocate any of the foregoing easements, nor shall the pipes, equipment or structures of Grantee within them be relocated, changed, altered or affected without the express written approval of Grantee (such approval not to be unreasonably withheld, conditioned or delayed). Wherever any such changes are required, however, by an order, binding upon Grantee with respect to the property subject to such easements, made by any governmental body having jurisdiction, the expense of such changes shall be borne by Grantee, and Grantee shall be entitled to all awards, damages and compensation allowed by reason of required changes in the location of said easements and of the pipes, equipment or structures within them. In the event the relocation of the pipe easement and of the pipes and equipment within it, is reasonably required for the development of the area above or adjacent to the pipe easement and for the erection of buildings and structures above or adjacent to the pipe easement or for the reasonable accommodation of utility requirements of another building or structure or for the accommodation of public utility companies and governmental bodies having jurisdiction, and provided Grantee expressly consents thereto in writing, the location of the pipe easement and of the pipes and equipment within it may be changed to a new location. Any such relocation shall be made without cost or expense to Grantee and without interruption of any services dependent on the facilities within the pipe easement, and all plans, specifications, surveys or renderings relating to the installation and relocation of the pipe easement and of the pipes and equipment within it shall be subject to Grantee's approval (such approval not to be unreasonably withheld, conditioned or delayed) without cost or expense to Grantee. Notwithstanding such changes in location, the pipe easement shall, to the extent practicable, at all times extend, substantially as direct as the original location, from a connection with Parcel C in a generally northerly direction to a connection with the intake easement on the Chicago River, and no relocation shall be made which would require Grantee to change the point of connection between the intake structure and the pipes leading therefrom as the same now exist. If the location of the pipe easement is changed, there shall be, without any additional consideration to be paid by either of the parties, a grant and release between the parties so as to vest in Grantee a good title to the easement necessary for the relocated pipes and equipment, subject only to those title objections to which the original grant was made subject, and a release of the easement in

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the property previously occupied by said pipes and equipment, unencumbered by the acts of Grantee or anyone claiming by, through or under it. Title evidence similar to that delivered to Grantee evidencing title to the original easement shall be given to Grantee to evidence title to the new easement, and to Grantor to evidence title to the property released. Grantor shall bear the cost of the title evidence required, including any expense incurred or to be incurred by Grantee with respect to insuring such title for the benefit of Grantee's mortgagee, if any. Disputes arising under this section shall be determined by arbitration.

2.2 Solely with respect to Grantor and Grantee (and their respective successors and assigns) as to the Dominant Estate, Burdened Estate and Servient Estate, Section 10.4 of Article X of the Supplemental Deed, as amended by the First Amendment, is further amended by substituting therefor the following:

Section 10.4. Construction over Pipe Easement. Grantor and its successors in title may erect buildings and other structures on the Servient Estate, whether of an air-right nature or otherwise, over and adjacent to the pipe easement on the Servient Estate and may enclose such pipe easement within the walls of said buildings and structures subject to the following conditions:

(a) Any such building or structure so erected shall have one (1) or more access doors having at least a seven foot (7') vertical and eight foot (8') horizontal clearance, accessible from the exterior thereof and from an adjacent street or roadway and shall also have an internal access route (herein called "access route") providing reasonable and ready access from such doors into those areas within the building or structure on the Servient Estate where the pipe easement is located for the purpose of accommodating personnel, vehicles and equipment required to permit Grantee to exercise its rights hereunder;

(b) All piping shall be ductile iron and equivalently sized with joints of the Bell & Spigot type. All ductile iron elbows are to be long sweep elbows. The pipe lengths shall be eighteen feet six inches (18'6"). A sixty inch (60") manhole will be installed near each end of the new installed pipe at locations previously approved by Grantee. Within each manhole, a thirty inch (30") by thirty inch (30") blind flange tee for future access to the water line shall be installed. Stainless steel flange bolts shall be used for such installation;

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(c) Grantor, at its sole cost and expense, shall excavate and remove the soil, clay or other material within the pipe easement on the Servient Estate and provide appropriate pipe back-fill material for the relocated pipes and equipment located therein. Concrete keyed breakout slabs shall be located over the backfilled piping and shall be saw cut (scored) to indicate the pipe location and labeled every ten feet (10') as "Prudential Plaza Easement";

(d) The legend "Pipe Easement for Prudential Building" shall be installed and maintained by Grantor, at its sole cost and expense, in a continuous series of concrete keyed breakout slabs and two access manholes spaced as described in Section 10.4(b) hereinabove. There shall be a clearance of at least seven feet (7') between the concrete floor slab and access panels and the ceiling immediately above such slab and access panels as well as along all access routes;

(e) Grantor, at its expense, shall install at reasonable intervals, readily accessible to the pipe easement, outlets to drain sewers into which water may be discharged or pumped in the event of flooding caused by a break in the pipes or equipment located within the pipe easement;

(f) Grantee, at no cost to Grantee, shall at all times have access to the pipe easement on the Servient Estate through the access doors and along the access routes for any purpose Grantee deems reasonably necessary or desirable in connection with its use of the pipe easement, and Grantor shall at no time impair, disrupt or interfere with the use by Grantee of the pipe easement or of the pipes, equipment or structures of Grantee located therein. The access doors and access routes on the Servient Estate shall at all times remain unobstructed and passable for personnel, vehicles and equipment to permit Grantee to exercise its rights hereunder and to determine Grantor's compliance with its obligations hereunder. No structures or fixtures of any kind shall be erected over such pipe easement below a seven foot (7') clearance, nor shall anything be placed on the access panels except passenger automobiles temporarily parked thereon. In the exercise of its rights hereunder Grantee may remove any vehicles, equipment or other thing located on the access panels or on the access routes. Grantee shall be provided with a key to the access doors, and Grantee's employees, agents or contractors may at any and all times enter or leave such building or structure with vehicles and equipment by means of the access doors and access routes whenever necessary for the purpose of exercising

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Grantee's rights hereunder. Grantee shall keep the access doors locked, except when entering or leaving such building or structure by means thereof and except when the doors were unlocked prior to use by Grantee. Grantor, at its expense, shall at all times maintain in good working order, condition and repair the means of access to the pipe easement on the Servient Estate, including the access doors, the access routes, the access panels and the legends inscribed thereon or attached thereto. The pipes shall be installed and maintained on the Servient Estate at an elevation no higher than eleven feet (11') below Chicago City Datum. Supporting transfer beams, (having a width no greater than five feet six inches (5'6") and situated at an elevation no lower than fifteen feet (15') below Chicago City Datum (but in no event lower than eighteen inches (18") above the top of the pipes, equipment or structures as now located within the pipe easement) and columns having a diameter or width no greater than the width of the transfer beams supporting them, may be placed between the access panels and within the clearances herein required at intervals of no less than twenty feet (20'), center to center;

(g) Upon approval by Grantee (such approval not to be unreasonably withheld, conditioned or delayed) of the plans and specifications submitted pursuant to Section 17.3 of the Supplemental Deed, as amended, construction of any building or structure on the Servient Estate shall be done without damage to, interference with or interruption of any services or facilities dependent on the pipes and equipment located within the pipe easement. If there occurs any damage to, interference with or interruption of any services dependent on the pipes, structures, facilities, or equipment located within the pipe easement due to the acts of Grantor or any of its agents or contractors, Grantor shall repair such damage and/or cease such interference or interruption and shall restore such service no later than twenty-four (24) hours after said occurrence and at Grantor's sole cost and expense;

(h) After the erection of any building or structure on the Servient Estate, no alteration shall be made which would disturb or interfere with Grantee's use of the pipe easement, or the pipes, equipment or structures located therein, without the prior written approval of Grantee (such approval not to be unreasonably withheld, conditioned or delayed) and at no cost or expense to Grantee;

(i) Grantee, and its representatives, may inspect and shall approve (such approval not to be unreasonably withheld, conditioned or delayed) all work performed in connection with any relocation of the pipe easement on the Servient Estate. No later than

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thirty (30) days after completion of the relocated pipe easement, Grantee shall have the right, at Grantor's sole cost and expense, to conduct a camera inspection and such other tests as it deems reasonably necessary to determine that the relocation and construction of the pipe easement will not interfere with its use of the pipe easement, or the pipes, equipment or structures located therein, or interrupt any facilities or services dependent thereon. If Grantee is not reasonably satisfied with the results of such tests or inspections, Grantor, at its sole cost and expense, shall timely make necessary repairs and changes to the construction of the pipe easement on the Servient Estate to satisfy Grantee,

(i) Anything in Section 23.2 to the contrary notwithstanding, and except as otherwise expressly provided in this subsection (j), Grantor shall indemnify and defend (with counsel reasonably satisfactory to Grantee) Grantee, its lenders, directors, officers, shareholders, representatives, agents and employees, attorneys, and accountants against all suits, actions, legal proceedings, claims (except workmen's compensation claims of Grantee's employees) and demands and shall indemnify and hold harmless Grantee from and against all damages (whether direct, indirect, incidental or consequential), losses, costs, expenses and attorneys' fees, in any manner caused by, incidental to, connected with, or arising from or out of the construction, location, ownership, maintenance, repair, use, possession, enjoyment or condition of any building or structure constructed or maintained, or to be constructed or maintained, on the Servient Estate by Grantor, or anyone claiming by, through or under Grantor, on, over or adjacent to the pipe easement, or the loss of or damage to any property (irrespective of the ownership thereof) or the injury or death of any person occurring in, on or about any such building or structure, whether caused by the negligence of Grantee, its directors, officers, agents, employees or otherwise; provided, however, such indemnity shall be inapplicable to any claim by Grantee, or any tenant of Grantee occupying space in the Building, arising by reason of any loss or damage to any property of Grantee caused directly and exclusively by Grantee or any of its agents or contractors, and such indemnity shall also be inapplicable to any claim arising by reason of any loss or damage to any property or injury or death of any person caused directly and exclusively by the willful or malicious misconduct of Grantee or any of its agents.

Disputes arising under this section shall be determined by arbitration.

2.3 Solely with respect to Grantor and Grantee (and their respective

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successors and assigns) as to the Dominant Estate, Burdened Estate and Servient Estate, Section 17.3 of Article XVII of the Supplemental Deed, as amended by the First Amendment, is amended by substituting therefor the following:

Section 17.3. Plans and Specifications, Surveys or Renderings. Whenever any work is contemplated by either party for the purpose of fulfilling its obligations or exercising its rights under this Supplemental Deed, as amended, and such work may affect the property or operations of the other, all work contemplated to be performed by a party shall be performed at its sole cost and expense, and any and all plans and specifications, surveys or renderings with respect to such work shall be prepared by the party performing such work at such party's sole cost and expense, and shall be submitted to and approved, in writing, by the other party. Insofar as such work affects the property or operations of the other, the work, including, but not limited to, the contractor and/or subcontractors engaged to perform the work, the terms of insurance for such work, and the plans and specifications shall be subject to the reasonable control and approval of the other party.

3. Grant and Release. Without any additional consideration between Grantor and Grantee, this Amendment shall constitute a grant and release between Grantor and Grantee so as to vest in Grantee a good title to the pipe easement as relocated on the Servient Estate pursuant hereto, subject only to those title objections to which the original grant was made subject, and a release of the pre-existing pipe easement on the Servient Estate (as legally described in the First Amendment) previously occupied by said pipes and equipment, unencumbered by the acts of Grantee or anyone claiming by, through or under it.

4. This Amendment may be executed in counterparts, each of which will be deemed an original but all of which counterparts collectively will constitute one instrument.

5. Except as otherwise expressly provided herein, all the terms, conditions and provisions of the Supplemental Deed, as amended by the First Amendment, remain unchanged and in full force and effect.

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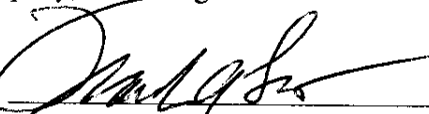
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Witness the due execution hereof the date first above written.

GRANTOR:

215 DEVELOPER, LLC, an Illinois limited liability company, as successor in interest to ILLINOIS CENTRAL RAILROAD, an Illinois corporation

By: Leo 215, LLC, a Delaware limited liability company, its Manager

By: 
Frank A. Leo, Manager

GRANTEE:

BFPRU I, LLC, a Delaware limited liability company, as successor in interest to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

By: BFPRU II, LLC, a Delaware limited liability company, BFPRU I's Managing Member

By: _____
C. Frederick Wehba II, Manager

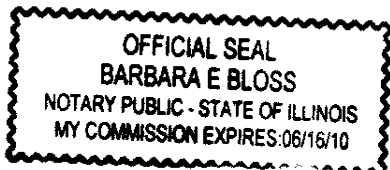
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, BARBARA BLOSS, a Notary Public in and for said County and State, do hereby certify that the manager, Frank Leo of Leo 215, LLC, a Delaware limited liability company and Manager of 215 Developer, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed, sealed and delivered said instrument as his/her free and voluntary act, as the free and voluntary act of said Grantor, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of May, 2007.



Barbara Bloss
Notary Public

06/16/10
My Commission Expires

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Witness the due execution hereof the date first above written.

GRANTOR:

215 DEVELOPER, LLC, an Illinois limited liability company, as successor in interest to ILLINOIS CENTRAL RAILROAD, an Illinois corporation

By: Leo 215, LLC, a Delaware limited liability company, its Manager

By: _____
Frank A. Leo, Manager

GRANTEE:

BFPRU I, LLC, a Delaware limited liability company, as successor in interest to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

By: BFPRU II, LLC, a Delaware limited liability company, BFPRU I's Managing-Member

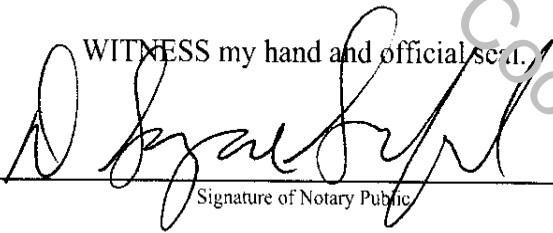
By: _____
C. Frederick Wehba II, Manager

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UNOFFICIAL COPY**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**State of CALIFORNIA)County of LOS ANGELES)On 5/17/2007 before me, D Suzanne Sanford, Notary Public
(here insert name and title of the officer)personally appeared C Frederick Wehba II

personally known to me ~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION**INSTRUCTIONS FOR COMPLETING THIS FORM**

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENTAmendment to Supplemental
(Title or description of attached document)Deed
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Prudential Plaza
(Additional information)**CAPACITY CLAIMED BY THE SIGNER**

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other Grantee

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CONSENT OF MORTGAGEE

SFT I, Inc., a Delaware corporation ("Servient Lender"), holder of a note secured by a mortgage on the Servient Estate recorded with the Recorder of Deeds of Cook County, Illinois, on September 7, 2005 as Document No. 0525033195, hereby consents to the execution of and recording of the above and foregoing Amendment to Certain Easement Provisions in Supplement Deed, and hereby subordinates said mortgage to the provisions of the foregoing document.

IN WITNESS WHEREOF, said Servient Lender has caused this instrument to be signed by its duly authorized officers on its behalf at Glastonbury, CT, on this 15 day of May, 2007.

SFT I, INC., a Delaware corporation

By: [Signature]
Its: Senior Vice President

ATTEST:

By: [Signature]
Its: Associate Asset Manager


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STATE OF CT)
) SS.
COUNTY OF Hartford)

I, Loredana Pascuzzi, a Notary Public in and for said County and State, do hereby certify that Cynthia Tucker and David Fine, the SVP and RAM of SFT I, INC., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Cynthia Tucker and David Fine appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, as the free and voluntary act of said Servient Lender, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of May, 2007.



Notary Public

LOREDANA A. PASCUZZI
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2010

My Commission Expires

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CONSENT OF MORTGAGEE

Wells Fargo Bank, N.A., as trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-LDP7 ("**Dominant Lender**"), holder of a note secured by a mortgage on the Dominant Estate and Burdened Estate recorded with the Recorder of Deeds of Cook County, Illinois, on May 30, 2006 as Document No. 0615010108 as assigned by Assignment recorded October 17, 2006 as Document No. 0629006070, hereby consents to the execution of and recording of the above and foregoing Amendment to Certain Easement Provisions in Supplement Deed, and hereby subordinates said mortgage to the provisions of the foregoing document.


IN WITNESS WHEREOF, said Dominant Lender has caused this instrument to be signed by its duly authorized officers on its behalf at Charlotte, North Carolina, on this 15th day of May, 2007.

WELLS FARGO BANK, N.A., as trustee for the registered holder of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-LDP7

By: Wachovia Bank, National Association, solely in its capacity as Master Servicer No. 2 as authorized by that Pooling and Servicing Agreement dated June 1, 2006

By: 
 Name: Aldrin Buscavventura
 Title: Vice President

ATTEST:

By: 
 Name: Greg Blake
 Title: Vice President

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STATE OF NORTH CAROLINA)
) SS.
COUNTY OF MECKLENBURG)

I, Janet Garner, a Notary Public in and for said County and State, do hereby certify that Aldrin Buenaventura and Cerez Blake, the Vice Pres. and Vice Pres. of Wachovia Bank, National Association, as Master Servicer No. 2 for the Dominant Lender, as aforesaid, personally known to me to be the same persons whose names are subscribed to the forgoing instrument as such Aldrin Buenaventura and Cerez Blake, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, as the free and voluntary act of Wachovia Bank, National Association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15 day of May, 2007.



Janet Garner
Notary Public
3-27-2010
My Commission Expires

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EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT ESTATE

PARCEL 1

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE 241.00 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE EAST LINE OF N. BEAUBIEN COURT, 50.00 FEET WIDE, VACATED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 5TH DAY OF JULY, 1972 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON THE 8TH DAY OF DECEMBER, 1972, AS DOCUMENT NUMBER 22151086, WITH THE SOUTH LINE OF E. SOUTH WATER STREET, 92.00 FEET WIDE, AS SAID E. SOUTH WATER STREET WAS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 3RD DAY OF MAY, 1972, AS DOCUMENT NUMBER 21889519, AND RUNNING

THENCE EAST ALONG SAID SOUTH LINE OF E. SOUTH WATER STREET A DISTANCE OF 136.50 FEET TO AN INTERSECTION WITH THE WEST LINE OF N. STETSON AVENUE, 74.00 FEET WIDE, AS SAID STREET WAS DEDICATED BY INSTRUMENT RECORDED ON MARCH 26, 1984 AS DOCUMENT NUMBER 27018355;

THENCE SOUTH ALONG SAID WEST LINE OF N. STETSON AVENUE (SAID WEST LINE BEING A LINE 377.50 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH SAID EAST LINE OF VACATED N. BEAUBIEN COURT) A DISTANCE OF 297.673 FEET TO THE NORTHEAST CORNER OF PARCEL "K" IN "PLAT OF MID-AMERICA", A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION (WHICH RESUBDIVISION WAS RECORDED IN SAID RECORDER'S OFFICE ON THE 20TH DAY OF NOVEMBER, 1957, IN BOOK 504 OF PLATS AT PAGES 1 TO 11, BOTH INCLUSIVE, AS DOCUMENT NUMBER 17069914);

THENCE WEST ALONG THE NORTH LINE OF SAID PARCEL "K" A DISTANCE OF 136.50 FEET TO AN INTERSECTION WITH SAID LINE 241.00 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH SAID EAST LINE OF VACATED N. BEAUBIEN COURT; AND

THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE 297.673 FEET TO THE POINT OF BEGINNING.

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PARCEL 2

THE PROPERTY AND SPACE LYING ABOVE AND EXTENDING UPWARD FROM THE INCLINED PLANES ESTABLISHING THE UPPER LIMITS OF THE LAND, PROPERTY AND SPACE DEDICATED FOR E. SOUTH WATER STREET, 92.08 FEET WIDE, BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 3RD DAY OF MAY, 1972, AS DOCUMENT NO. 21889519, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE SURFACE OF THE EARTH OF THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID E. SOUTH WATER STREET, 92.00 FEET WIDE, WITH A LINE 241.00 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE EAST LINE OF THAT PART OF N. BEAUBIEN COURT, 50.00 FEET WIDE, VACATED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 5TH DAY OF JULY, 1972, AND RECORDED IN SAID RECORDER'S OFFICE ON THE 8TH DAY OF DECEMBER, 1972, AS DOCUMENT NUMBER 22152086 AND RUNNING

THENCE NORTH ALONG SAID PARALLEL LINE, AND ALONG A NORTHWARD EXTENSION THEREOF, A DISTANCE OF 25.34 FEET TO AN INTERSECTION WITH A LINE 20.66 FEET, MEASURED PERPENDICULARLY, SOUTH FROM AND PARALLEL WITH THE CENTER LINE OF SAID E. SOUTH WATER STREET 92.00 FEET WIDE;

THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 136.50 FEET, TO AN INTERSECTION WITH A SOUTHWARD EXTENSION OF THE WEST LINE OF N. STETSON AVENUE, 74.00 FEET WIDE, AS SAID N. STETSON AVENUE WAS DEDICATED BY SAID INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 3RD DAY OF MAY, 1972, AS DOCUMENT NUMBER 21889519;

THENCE SOUTH ALONG SAID SOUTHWARD EXTENSION OF SAID WEST LINE OF N. STETSON AVENUE A DISTANCE OF 25.34 FEET TO AN INTERSECTION WITH SAID SOUTH LINE OF E. SOUTH WATER STREET; AND

THENCE WEST ALONG SAID SOUTH LINE OF E. SOUTH WATER STREET, A DISTANCE OF 136.50 FEET TO THE POINT OF BEGINNING.

17-10-304-020
215 N MICHIGAN AVE
CHICAGO, IL

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EXHIBIT B

LEGAL DESCRIPTION OF DOMINANT ESTATE

LOTS 3A, 3B, 1C, 2C, 3C, 3D AND 3E; LOTS B1 TO B63, BOTH INCLUSIVE; LOTS K1 TO K15, BOTH INCLUSIVE; LOTS K18 TO K46, BOTH INCLUSIVE; LOTS K49 TO K64, BOTH INCLUSIVE; LOTS K67 TO K94, BOTH INCLUSIVE; LOTS K96 TO K126, BOTH INCLUSIVE; LOTS C1 TO C47, BOTH INCLUSIVE; LOTS C63 TO C143, BOTH INCLUSIVE; LOTS E1 TO E4, BOTH INCLUSIVE; LOT F1; LOTS G1 TO G60, BOTH INCLUSIVE; LOTS H1 TO H21, BOTH INCLUSIVE; LOT P1; LOTS S1 TO S20, BOTH INCLUSIVE; LOTS U1 AND U2, ALL IN THE PLAT OF MID-AMERICA, A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION OF PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LAND ADJACENT THERETO, AND SHOWN AND DESCRIBED ON THE PLAT OF SAID RESUBDIVISION RECORDED AS DOCUMENT 17069914, IN COOK COUNTY, ILLINOIS.

17-10-313-003
 17-10-313-005
 180 N. STETSON
 CHICAGO, IL

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EXHIBIT C

DEPICTION OF RELOCATED PIPE EASEMENT

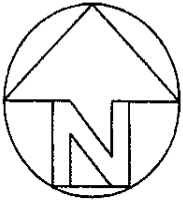
Property of Cook County Clerk's Office



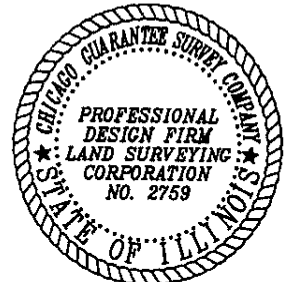
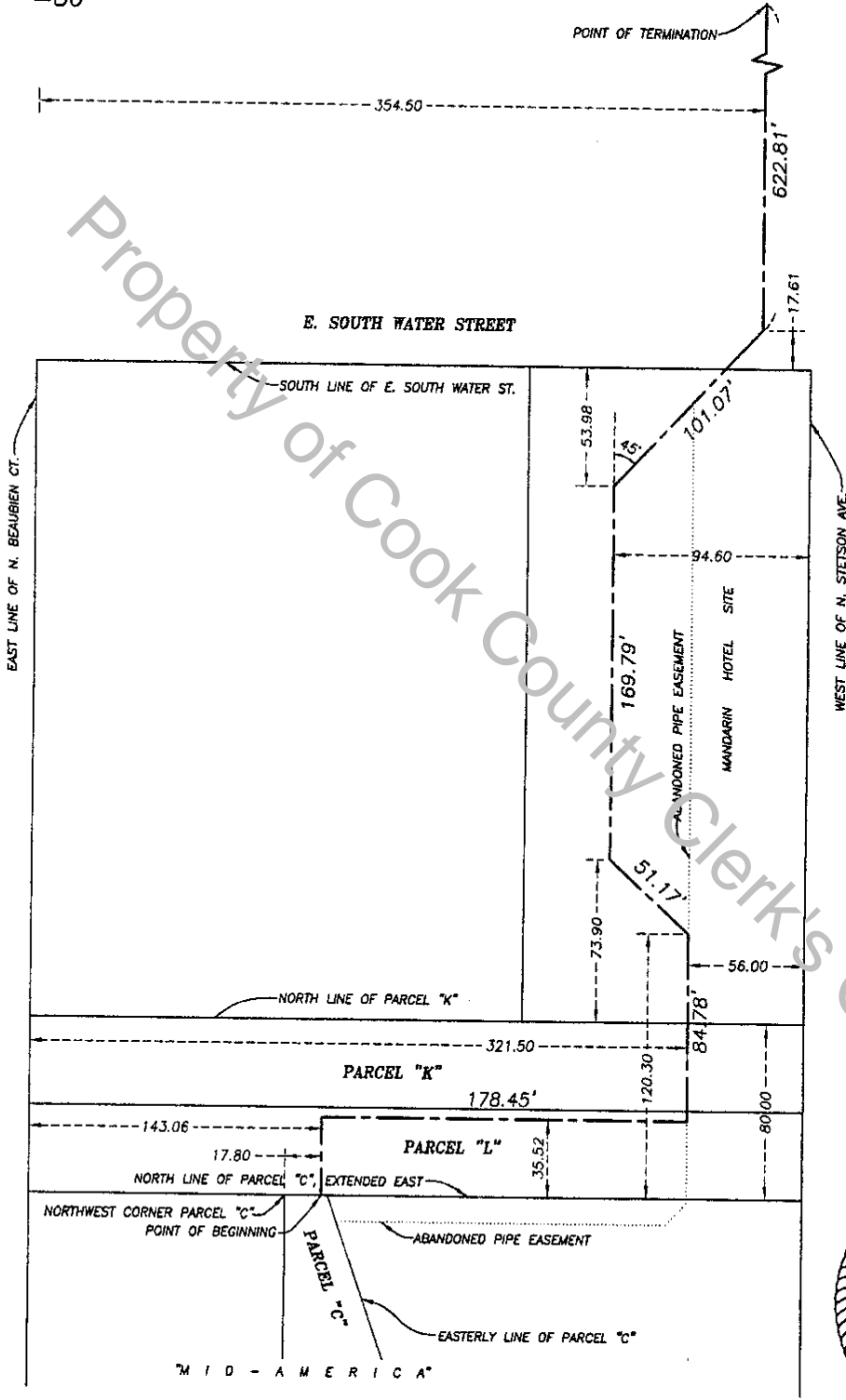
UNOFFICIAL COPY

EXHIBIT

PIPE EASEMENT



SCALE: 1" = 80'



EXPIRES 04/30/2009

CHICAGO GUARANTEE SURVEY COMPANY
 601 S. LASALLE ST., CHICAGO, ILLINOIS 60602
 TELEPHONE: (312) 986-9445 FAX: (312) 986-9679
 MAY 11th, 2007

Order No.: 0604003
 Ordered by: BENTLEY FORBES