

This Instrument was prepared
by and after recording, return to:

Kristine E. Iida, Esq.
Sonnenschein Nath & Rosenthal
8000 Sears Tower
233 S. Wacker Drive
Chicago, IL 60606-6404



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AGREEMENT TO SUPPLEMENT

TRUST DEED

*MNS
BANK*

This AGREEMENT TO SUPPLEMENT TRUST DEED (the "Agreement") is made as of the 29th day of October, 1999, by and between (i) Cole Taylor Bank, as successor in interest to Harris Trust and Savings Bank, not personally but as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said trustee in pursuance of a Trust Agreement dated October 1, 1988 and known as Trust Number 94500 (herein referred to as "Mortgagor"), (ii) ITOCHU Corporation, as successor in interest to the Agent and the Lenders ("Itochu") under that certain Trust Deed (as amended, the "Mortgage") dated as of the 21st day of October, 1988 by and between Mortgagor and Chicago Trust Company, an Illinois corporation formerly known as Chicago Title and Trust Company, as trustee under Trust Deed recorded on October 28, 1988 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 88496936, and (iii) Cole Taylor Bank, as substitute trustee for Chicago Trust Company under said Trust Deed ("Trustee") pursuant to that certain Substitution of Trustee, dated October 15, 1997, and recorded on October 23, 1997 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 97-791212.

RECITALS:

A. Pursuant to the Mortgage, Mortgagor granted to Trustee a security interest and lien on the Property (such term and all other capitalized terms being used herein without definition being used with the meaning given such term in the Mortgage), including the real property more fully described on Schedule 1 attached hereto and made a part hereof, to secure the payment and performance of certain obligations of the Beneficiary to the Lenders and the Agent under the Loan Agreement, Notes, and the other Loan Documents.

B. The Lenders and the Agent have assigned all of their right, title, and interest under the Loan Agreement, Notes, the Mortgage, and the other Loan Documents to Itochu.

C. Itochu and Beneficiary previously entered into that certain First Amendment to Loan Agreement dated April 26, 1994 ("First Amendment") and that certain Second Amendment to Loan Agreement dated November 1, 1995 ("Second Amendment") pursuant to which, among other modifications, the payment schedule for the Loan was modified. Itochu and the Beneficiary have agreed to modify further the schedule of payments reflected in the Notes and

BOX 333-CTI

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Property Clerk's Office

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the Loan Agreement, as amended by the First Amendment and the Second Amendment, pursuant to that certain Third Amendment to Loan Agreement dated as of October 29, 1999 (the "Third Amendment").

D. Itochu and the Mortgagor desire to supplement the Mortgage by expressly recognizing and affirming the continuing effectiveness and priority of the lien or security interest of said Mortgage, as supplemented herein, following the execution of the Third Amendment.

AGREED:

NOW, THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Mortgage is hereby modified to provide that, in addition to all other obligations secured thereby, said Mortgage secures the Beneficiary's obligations under the Loan Agreement, as amended by the Third Amendment (including, without limitation, costs and expenses payable by the Borrower thereunder on account of early termination of any interest rate swap or other hedging arrangement), and the Notes, as amended by the Modification to Promissory Notes 5 and 6 appearing as Exhibit A to Third Amendment.

2. The Mortgage, as supplemented by this Agreement, is hereby incorporated herein in its entirety by this reference, and the Mortgagor and Itochu hereby jointly affirm and agree that the Mortgage, as supplemented, secures the full performance of each and every obligation set forth in the Notes and the Loan Agreement, as amended, as well as all other indebtedness and obligations stated in the Mortgage to be secured thereby, and continues to be effective as, and to constitute, a first and prior lien and charge on the Property to the full extent of all indebtedness and obligations secured thereby.

3. This Agreement shall not prejudice any present or future rights, remedies, benefits or powers belonging or accruing to Itochu under the terms of the Mortgage, as supplemented by this Agreement.

4. In the event of any conflict between the terms of this Agreement and the Mortgage, the terms of this Agreement shall control. This Agreement shall be deemed to form a part of the Mortgage and, except as specifically supplemented or amended herein, the terms of the Mortgage shall remain unaffected and unchanged by reason of this Agreement.

5. All of the grants, obligations, covenants, agreements, terms, provisions and conditions herein shall apply to, bind and inure to the benefit of the heirs, administrators, executors, legal representatives, successors and assigns of the Mortgagor and Itochu, except to the extent assignment or other transfers are prohibited, restricted or conditioned in the Mortgage or the Loan Agreement.

6. By its execution of this document Trustee consents and agrees to the terms of this Agreement.

7. This Agreement shall be construed and enforced according to the laws of the State of Illinois.

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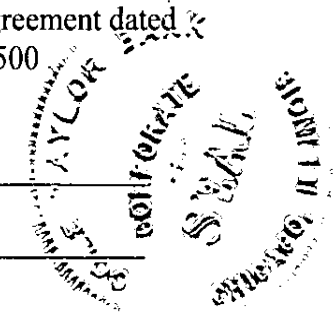
IN WITNESS WHEREOF, the Mortgagor and Itochu have duly signed and delivered this Modification as of the date first above written.

MORTGAGOR:

This agreement is signed by COLE TAYLOR BANK not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 94500. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of these terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of COLE TAYLOR BANK is hereby expressly waived by the parties hereto and their respective successors and assigns.

COLE TAYLOR BANK, as successor in interest to Harris Trust and Savings Bank, a banking association, not personally but as Trustee under Trust Agreement dated October 1, 1988, known as Trust No. 94500

By: *[Signature]*
MARLOW BOTANCO
Title: ASSISTANT VICE PRESIDENT



NEW LENDER:

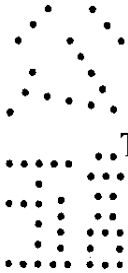
ITOCHU CORPORATION

By: *[Signature]*
GENERAL MANAGER OF
Title: GRAIN & FOODSTUFF DEPT.

TRUSTEE:

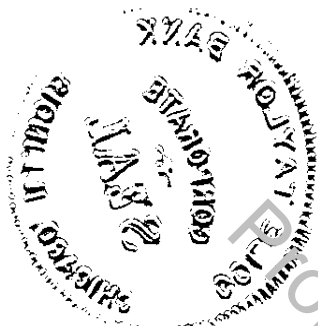
COLE TAYLOR BANK, as substitute trustee having succeeded to Chicago Trust Company, an Illinois corporation formerly known as Chicago Title and Trust Company

By: *[Signature]*
Title: SR. VICE PRESIDENT



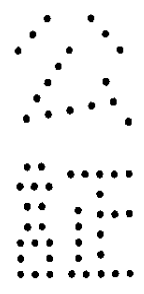
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Sherri Smith, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARIO V. GOTANCO ASSISTANT VICE PRESIDENT of Cole Taylor Bank, a _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer of said _____, as his own free and voluntary act and as the free and voluntary act of Cole Taylor Bank for the uses and purposes therein set forth.

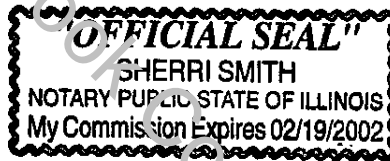
GIVEN under my hand and Notarial Seal this 16th day of December 1999.

My Commission Expires:

2/19/2002

Notary Public

Sherri Smith



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モリソン・フォースター外国法事務弁護士事務所*

MORRISON & FOERSTER LLP

ATTORNEYS AT LAW

SAN FRANCISCO
LOS ANGELES
SACRAMENTO
ORANGE COUNTY
PALO ALTO
WALNUT CREEK
DENVER

AIG BUILDING, 11TH FLOOR
1-1-3 MARUNOUCHI, CHIYODA-KU
TOKYO 100-0005, JAPAN
TELEPHONE 81-3-3214-6522
TELEFACSIMILE 81-3-3214-6512

NEW YORK
WASHINGTON, D.C.
LONDON
BRUSSELS
BEIJING
HONG KONG
SINGAPORE

December 3, 1999

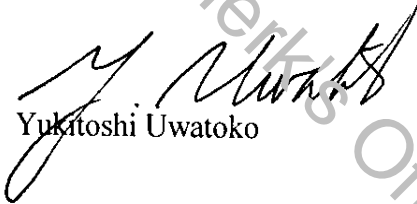
Cook County Recorder's Office

Re: Japanese Notary Acknowledgment

Ladies and Gentlemen:

I hereby certify that the document attached hereto as Exhibit A is a complete and accurate English translation of the document attached hereto as Exhibit B.

Very truly yours


Yukitoshi Uwatoko

Attachments

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Registration No. 424 of 1999

NOTARIAL CERTIFICATE

I, the undersigned, Notary in and for Tokyo, Japan, DO HEREBY CERTIFY that MASAOMI OKUNO who is General Manager of GRAIN & FOODSTUFF DEPT., ITOCHU Corporation, Tokyo office, personally appeared before me and has declared that he has acknowledged himself to have signed to the attached document.

Tokyo, on this 3 day of Dec., 1999.

Hiroshi Endo

HIROSHI ENDO

NOTARY

NO. 21-1, 1-CHOME JINNAN
SHIBUYAKU TOKYO JAPAN

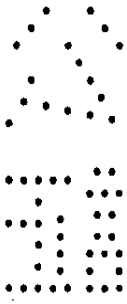



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1	平成 11 年 登簿 第 424 号
2	囑託人 奥野 正臣
3	(伊藤忠商事株式会社 穀物部長)
4	は、本公証人の面前で添付書面に署名
5	した。
6	上記のとおり認証する。
7	平成 11 年 12 月 3 日
8	本公証人役場において
9	東京都渋谷区神南1丁目21番1号
10	東京法務局所属
11	公証人 遠藤 寛 
12	
13	
14	
15	
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Sherril Smith, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID WUSA, St. V.P. of Cole Taylor Bank, a _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer of said _____, as his own free and voluntary act and as the free and voluntary act of Cole Taylor Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of December, 1999.

Sherril Smith

Notary Public

My Commission Expires:

2/19/2002



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SCHEDULE 1 TO AGREEMENT TO SUPPLEMENT TRUST DEED

Legal Description

[to be attached]

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5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

A PARCEL OF LAND, BEING A PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH STETSON AVENUE (74 FEET WIDE), AS SAID NORTH STETSON AVENUE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 3RD DAY OF MAY, 1972, AS DOCUMENT 21889519, WITH THE NORTH LINE OF EAST SOUTH WATER STREET (92.00 FEET WIDE), AS SAID EAST SOUTH WATER STREET IS DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 17TH DAY OF SEPTEMBER, 1969 (SAID POINT OF INTERSECTION BEING 852.735 FEET, MEASURED ALONG A SOUTHWARD EXTENSION OF SAID EAST LINE OF NORTH STETSON AVENUE NORTH FROM THE POINT OF INTERSECTION OF SAID EXTENDED LINE WITH THE NORTH LINE, EXTENDED EAST, OF EAST RANDOLPH STREET), AND RUNNING THENCE EAST ALONG SAID NORTH LINE OF EAST SOUTH WATER STREET (SAID NORTH LINE BEING PERPENDICULAR TO SAID EAST LINE OF NORTH STETSON AVENUE), A DISTANCE OF 246.211 FEET, THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 152.096 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF EAST SOUTH WATER STREET, A DISTANCE OF 53.96 FEET, THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 159.236 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF EAST WACKER DRIVE, AS SAID EAST WACKER DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 5TH DAY OF JUNE, 1972 AS DOCUMENT 21925615; THENCE WESTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE (DEFLECTING 74 DEGREES 21 MINUTES 17 SECONDS TO THE LEFT FROM A NORTHWARD EXTENSION OF THE LAST DESCRIBED COURSE), A DISTANCE OF 122.323 FEET, THENCE CONTINUING WESTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE, SAID SOUTHERLY LINE BEING HERE THE ARC OF A CIRCLE WHICH IS TANGENT TO THE LAST DESCRIBED COURSE, IS CONVEX TO THE NORTH AND HAVING A RADIUS OF 1875.859 FEET, A DISTANCE OF 56.904 FEET TO A POINT WHICH IS 20.00 FEET, MEASURED ALONG SAID SOUTHERLY LINE, EASTERLY FROM THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE WITH THE NORTHWARD EXTENSION OF SAID EAST LINE OF NORTH STETSON AVENUE, THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 24.735 FEET TO A POINT ON SAID EAST LINE OF NORTH STETSON AVENUE WHICH IS 20.00 FEET, MEASURED ALONG SAID NORTHWARD EXTENSION OF THE EAST LINE OF NORTH STETSON AVENUE, SOUTH FROM SAID POINT OF INTERSECTION OF SAID NORTHWARD EXTENSION WITH THE SOUTHERLY LINE OF EAST WACKER DRIVE; AND THENCE SOUTH ALONG SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 343.536 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY RECIPROCAL EASEMENT AGREEMENT MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NO. 1065475, AND BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NOS. 40844 AND 40845, SAID RECIPROCAL EASEMENT AGREEMENT BEING DATED AUGUST 31, 1977 AND

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RECORDED SEPTEMBER 1, 1977 AS DOCUMENT 24088329 AS AMENDED BY AGREEMENT DATED SEPTEMBER 8, 1978 AND RECORDED SEPTEMBER 8, 1978 AS DOCUMENT 24619520, AS AMENDED BY SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT, DATED _____ AND RECORDED APRIL 28, 1995 AS DOCUMENT 95280166 AMONG COLE TAYLOR BANK, SUCCESSOR BY ASSIGNMENT TO HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1988 & KNOWN AS TRUST NUMBER 94500 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 23, 1978 AND KNOWN AS TRUST NUMBER 43294, OVER AND UPON THE EASEMENT AREA, PARCEL OR PARCELS AND ANY ADDITIONAL LAND BURDENED RESPECTIVELY BY EACH OF THE EASEMENTS DESCRIBED AS EASEMENTS "A", "B", "C", AND "D", BELOW; THE EASEMENT AREA PARCELS BEING DESCRIBED AS FOLLOWS:

EASEMENT AREA PARCEL 1:

THE LAND, PROPERTY AND SPACE LYING BELOW AND EXTENDING DOWNWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 41.50 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD AND DOWNWARD 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 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH STETSON AVENUE, 74 FEET WIDE, AS SAID NORTH STETSON AVENUE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 3RD DAY OF MAY, 1972 AS DOCUMENT 21889519, WITH THE NORTH LINE OF EAST SOUTH WATER STREET, 92 FEET WIDE, AS SAID EAST SOUTH WATER STREET WAS DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 17TH DAY OF SEPTEMBER 1969 (SAID POINT OF INTERSECTION BEING 852.735 FEET, MEASURED ALONG A SOUTHWARD EXTENSION OF SAID EAST LINE OF NORTH STETSON AVENUE, NORTH FROM THE POINT OF INTERSECTION OF SAID EXTENDED LINE WITH THE NORTH LINE, EXTENDED EAST, OF EAST RANDOLPH STREET); AND RUNNING THENCE EAST ALONG SAID NORTH LINE OF EAST SOUTH WATER STREET, A DISTANCE OF 246.211 FEET TO A POINT OF BEGINNING FOR SAID HEREINAFTER DESCRIBED PART OF SAID LANDS; THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 152.096 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF EAST SOUTH WATER STREET, A DISTANCE OF 53.96 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 159.236 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF EAST WACKER DRIVE, AS SAID EAST WACKER DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 5TH DAY OF JUNE, 1972, AS DOCUMENT 21925615; THENCE EASTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE (DEFLECTING 74 DEGREES 21 MINUTES 17 SECONDS TO THE LEFT FROM SAID LAST DESCRIBED COURSE), A DISTANCE OF 48.646 FEET TO AN INTERSECTION WITH A LINE 113.446 FEET, MEASURED AT RIGHT ANGLES, WEST FROM AND PARALLEL WITH THE WEST LINE, AND SAID WEST LINE EXTENDED NORTH, OF NORTH COLUMBUS DRIVE, AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY SAID INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 5TH DAY OF JUNE, 1972 AS DOCUMENT 21925615; THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 111.042 FEET TO AN INTERSECTION WITH A LINE 187.172 FEET, MEASURED AT RIGHT ANGLES, NORTH FROM AND PARALLEL WITH THE NORTH LINE (AND SAID NORTH LINE EXTENDED EAST) OF EAST SOUTH WATER STREET; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 113.446 FEET TO AN INTERSECTION WITH SAID WEST LINE OF NORTH COLUMBUS DRIVE; THENCE SOUTH ALONG SAID WEST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 167.172 FEET TO A POINT WHICH IS 20.00 FEET, MEASURED ALONG SAID WEST

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LINE, NORTH FROM THE NORTH LINE OF SAID EAST SOUTH WATER STREET EXTENDED EAST; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 28.284 FEET TO A POINT ON SAID NORTH LINE OF EAST SOUTH WATER STREET, WHICH IS 20.00 FEET, MEASURED ALONG THE EASTWARD EXTENSION OF SAID NORTH LINE, WEST FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE, AND THENCE WEST ALONG SAID NORTH LINE OF EAST SOUTH WATER STREET, A DISTANCE OF 86.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

EASEMENT AREA PARCEL 2:

THE PROPERTY AND SPACE LYING BETWEEN A HORIZONTAL PLANE HAVING AN ELEVATION OF 41.50 FEET ABOVE CHICAGO CITY DATUM, AND A HORIZONTAL PLANE HAVING AN ELEVATION OF 56.00 FEET ABOVE CHICAGO CITY DATUM, 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 ADDITON TO CHICAGO LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH STETSON AVENUE, 74 FEET WIDE, AS SAID NORTH STETSON AVENUE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 3RD DAY OF MAY, 1972 AS DOCUMENT 21889519, WITH THE NORTH LINE OF EAST SOUTH WATER STREET, 92 FEET WIDE, AS SAID EAST SOUTH WATER STREET WAS DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 17TH DAY OF SEPTEMBER, 1969 (SAID POINT OF INTERSECTION BEING 852.735 FEET, MEASURED ALONG A SOUTHWARD EXTENSION OF SAID EAST LINE OF NORTH STETSON AVENUE, NORTH FROM THE POINT OF INTERSECTION OF SAID EXTENDED LINE WITH THE NORTH LINE, EXTENDED EAST, OF EAST RANDOLPH STREET), AND RUNNING THENCE EAST ALONG SAID NORTH LINE OF EAST SOUTH WATER STREET, A DISTANCE OF 246.211 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 152.096 FEET TO A POINT OF BEGINNING FOR SAID HEREINAFTER DESCRIBED PART OF SAID LANDS; THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF EAST SOUTH WATER STREET, A DISTANCE OF 53.96 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 10.237 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF EAST SOUTH WATER STREET, A DISTANCE OF 53.96 FEET, AND THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 10.237 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

EASEMENT AREA PARCEL 3:

THE LAND, PROPERTY AND SPACE LYING BELOW AND EXTENDING DOWNWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 26.50 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH, OF THAT PART OF SAID LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF EAST WACKER DRIVE, AS SAID EAST WACKER DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 5TH DAY OF JUNE, 1972 AS DOCUMENT 21925615, WITH A LINE 113.446 FEET, MEASURED AT RIGHT ANGLES, WEST FROM AND PARALLEL WITH THE WEST LINE, AND SAID WEST LINE EXTENDED NORTH, OF NORTH COLUMBUS DRIVE, AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY SAID INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON THE 5TH DAY OF JUNE, 1972 AS DOCUMENT 21925615; AND RUNNING THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 106.042 FEET TO AN INTERSECTION

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WITH A LINE 192.172 FEET MEASURED AT RIGHT ANGLES, NORTH FROM AND PARALLEL WITH SAID NORTH LINE OF EAST SOUTH WATER STREET; THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 26.00 FEET; AND THENCE NORTH ALONG A LINE 139.446 FEET, MEASURED AT RIGHT ANGLES, WEST FROM AND PARALLEL WITH THE WEST LINE, AND SAID WEST LINE EXTENDED NORTH, OF NORTH COLUMBUS DRIVE, A DISTANCE OF 113.323 FEET TO AN INTERSECTION WITH SAID SOUTHERLY LINE OF EAST WACKER DRIVE AND THENCE EASTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE, (DEFLECTING 74 DEGREES 21 MINUTES 17 SECONDS TO THE LEFT FROM SAID LAST DESCRIBED COURSE), A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

EASEMENT ('A'):

TO CONSTRUCT USE, MAINTAIN, REPAIR, RENEW AND REPLACE THE FOLLOWING (STRUCTURAL ELEMENTS):

(1): CAISSONS AND COLUMNS IN THE AFORESAID EASEMENT AREA PARCELS 1, 2, AND 3 AT THE LOCATIONS SHOWN ON EXHIBIT "A" ATTACHED TO THE RECIPROCAL EASEMENT AGREEMENT AFORESAID:

(2): HORIZONTAL STRUCTURAL CONCRETE SLABS IN THE AFORESAID EASEMENT AREA PARCELS 1, 2 AND 3 AT EACH OF THE FOLLOWING ELEVATIONS (AS MEASURED AT THE UPPER SURFACE OF SAID SLABS) AND AT LOCATIONS SHOWN ON EXHIBITS "B", "C" AND "D" ATTACHED TO SAID RECIPROCAL EASEMENT AGREEMENT: 56 FEET, 0 INCHES ABOVE CHICAGO CITY DATUM, 4 FEET, 6 INCHES ABOVE CHICAGO CITY DATUM, 26 FEET, 6 INCHES ABOVE CHICAGO CITY DATUM, 8 FEET, 6 INCHES ABOVE CHICAGO CITY DATUM, 1 FOOT, 6 INCHES BELOW CHICAGO CITY DATUM AND 11 FEET, 0 INCHES BELOW CHICAGO CITY DATUM.

(3): GRADE BEAMS IN THE AFORESAID EASEMENT AREA PARCELS 1, 2, AND 3 EXTENDING BELOW AN ELEVATION OF 11 FEET, 0 INCHES BELOW CHICAGO CITY DATUM.

EASEMENT ('B'):

TO CONSTRUCT, USE, MAINTAIN, REPAIR, RENEW, REPLACE, (EXCEPT FOR THE PARKING AREAS), RELOCATE AND REMOVE, FROM TIME TO TIME, IN THE AFORESAID EASEMENT AREA PARCEL 1, (EXCEPT THAT PART FALLING IN EASEMENT AREA PARCELS 2 AND 3) FACILITIES, WHICH MAY CONSIST OF, BUT SHALL NOT BE LIMITED TO, RETAIL STORES, BALLROOMS, MEETING ROOMS, EXHIBITION ROOMS, PARKING AREAS, AND ALL APPURTENANCES THERE TO (HOTEL FACILITIES):

EASEMENT ('C'):

TO CONSTRUCT, USE, MAINTAIN, REPAIR, RENEW, REPLACE AND RELOCATE IN THE AFORESAID EASEMENT AREA PARCELS 1, 2, AND 3, AND TO REMOVE THEREFROM, SERVICE FACILITIES (INCLUDING LINES, MAINS, WIRES, CONDUITS AND THE LIKE) FOR WATER, SEWERS, ELECTRICITY, TELEPHONE, GAS AND ANY OTHER SERVICES THAT MAY BE USEFUL OR CONVENIENT TO SERVE THE "HOTEL FACILITIES", REFERRED TO IN EASEMENT "B" ABOVE AND TO SERVE THE BUILDING TO BE CONSTRUCTED ON PARCEL 1, SAID EASEMENT EXTENDING BELOW AN ELEVATION OF 11 FEET, 0 INCHES BELOW CHICAGO CITY DATUM ("SERVICES FACILITIES")

EASEMENT ('D'):

TO OPERATE, USE, MAINTAIN, AND REPAIR THAT PART OF THE UNIFIED GARAGE CONSTRUCTED IN THE LAND DEFINED AS THE TOWER SITE AND DESCRIBED AS FOLLOWS:

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A PARCEL OF LAND, BEING A PART OF THE LANDS LYING EAST OF AND ADJOINING THAT PART OF THE SOUTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH STETSON AVENUE (74.00 FEET WIDE) AS SAID NORTH STETSON AVENUE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 3RD DAY OF MAY, 1972 AS DOCUMENT 21889519, WITH THE NORTH LINE OF EAST SOUTH WATER STREET, (92.00 FEET WIDE), AS SAID EAST SOUTH WATER STREET IS DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF CITY OF CHICAGO ON THE 17TH DAY OF SEPTEMBER, 1969, SAID POINT OF INTERSECTION BEING 852.735 FEET, MEASURED ALONG A SOUTHWARD EXTENSION OF SAID EAST LINE, NORTH FROM THE POINT OF INTERSECTION OF SAID EXTENDED LINE WITH THE NORTH LINE, EXTENDED EAST, OF EAST RANDOLPH STREET, AND RUNNING THENCE EAST ALONG SAID NORTH LINE OF EAST SOUTH WATER STREET, A DISTANCE OF 246.211 FEET TO A POINT OF BEGINNING FOR SAID HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 152.096 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF EAST SOUTH WATER STREET, A DISTANCE OF 53.96 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 159.236 FEET, TO AN INTERSECTION WITH THE SOUTHERLY LINE OF EAST WACKER DRIVE, AS SAID EAST WACKER DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 5TH DAY OF JUNE, 1972 AS DOCUMENT 21925615; THENCE EASTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE (DEFLECTING 74 DEGREES 21 MINUTES 17 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE) A DISTANCE OF 49.038 FEET; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE, SAID SOUTHERLY LINE BEING HERE THE ARC OF A CIRCLE WHICH IS TANGENT TO THE LAST DESCRIBED COURSE, IS CONVEX TO THE SOUTH AND HAS A RADIUS OF 852.511 FEET, A DISTANCE OF 89.097 FEET; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE, SAID SOUTHERLY LINE BEING HERE A STRAIGHT LINE WHICH IS TANGENT TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 16.551 FEET TO A POINT WHICH IS 10.00 FEET, MEASURED ALONG SAID SOUTHERLY LINE, WESTERLY FROM THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE WITH A NORTHWARD EXTENSION OF THE WEST LINE OF NORTH COLUMBUS DRIVE, AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 5TH DAY OF JUNE, 1972, AS DOCUMENT 21925615; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, DEFLECTING 40 DEGREES 10 MINUTES 17 SECONDS TO THE RIGHT FROM THE LAST DESCRIBED COURSE, EXTENDED A DISTANCE OF 15.282 FEET TO A POINT ON SAID WEST LINE OF NORTH COLUMBUS DRIVE WHICH IS 10.00 FEET, MEASURED ALONG A NORTHWARD EXTENSION OF SAID WEST LINE, SOUTH FROM THE POINT OF INTERSECTION OF SAID EXTENDED LINE WITH SAID SOUTHERLY LINE OF EAST WACKER DRIVE; THENCE SOUTH ALONG SAID WEST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 244.149 FEET TO A POINT 20.00 FEET, MEASURED ALONG SAID WEST LINE, NORTH FROM SAID NORTH LINE OF EAST SOUTH WATER STREET EXTENDED EAST; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 28.284 FEET TO A POINT ON SAID NORTH LINE OF EAST SOUTH WATER STREET WHICH IS 20.00 FEET, MEASURED ALONG AN EASTWARD EXTENSION OF SAID NORTH LINE, WEST FROM SAID WEST LINE OF NORTH COLUMBUS DRIVE; AND THENCE WEST ALONG SAID NORTH LINE OF EAST SOUTH WATER STREET, A DISTANCE OF 86.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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PARCEL 3:

A TRACT OF LAND BEING A PART OF THE LANDS LYING EAST OF AND ADJACENT TO THAT PART OF THE SOUTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH TRACT OF LAND IS LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 'A' (3 "NW") OF THE LAND CONVEYED TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 31, 1967 AND KNOWN AS TRUST NUMBER 25421 BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON MARCH 28, 1968 AS DOCUMENT 20443106, AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID PARCEL "A" (3 "NW"), (WHICH NORTH LINE IS ALSO THE SOUTH LINE OF EAST WACKER DRIVE, AS DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1969), A DISTANCE OF 138.869 FEET, THENCE EASTWARDLY ALONG THE SOUTHERLY LINE OF SAID EAST WACKER DRIVE AS DEFINED IN SAID AMENDATORY LAKE FRONT ORDINANCE (SAID SOUTHERLY LINE BEING HERE THE ARC OF A CIRCLE WHICH IS CONVEX TO THE NORTH AND HAS A RADIUS OF 790.511 FEET, AND WHICH IS TANGENT TO SAID LAST DESCRIBED COURSE), A DISTANCE OF 63.839 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID PARCEL "A" (3 "NW"), SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING FOR SAID HEREINAFTER DESCRIBED TRACT OF LAND, THENCE SOUTH ALONG THE EAST LINE OF SAID PARCEL "A" (3 "NW") (SAID EAST LINE BEING 179.50 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE EAST LINE, EXTENDED NORTH, OF NORTH BEAUBIEN COURT), A DISTANCE OF 280.039 FEET TO A POINT ON SAID EAST LINE OF PARCEL 'A' (3 "NW"), WHICH IS 4.185 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID PARCEL "A" (3 "NW"), THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF PARCEL "A" (3 "NW"), A DISTANCE OF 198.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF NORTH STETSON AVENUE, 74 FEET WIDE, AS SAID STREET IS DEFINED IN SAID AMENDATORY LAKE FRONT ORDINANCE; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH STETSON AVENUE, (SAID WEST LINE BEING 377.50 FEET MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE EAST LINE, EXTENDED NORTH, OF NORTH BEAUBIEN COURT), A DISTANCE OF 246.056 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE SOUTHERLY LINE OF SAID EAST WACKER DRIVE AS DEFINED IN SAID AMENDATORY LAKE FRONT ORDINANCE; THENCE WESTWARDLY ALONG THE SOUTHERLY LINE OF EAST WACKER DRIVE AS DEFINED IN SAID AMENDATORY LAKE FRONT ORDINANCE, (SAID SOUTHERLY LINE BEING HERE A STRAIGHT LINE WHICH IS TANGENT TO THE SAID HEREINBEFORE DESCRIBED SOUTHERLY LINE OF EAST WACKER DRIVE WHICH IS THE ARC OF A CIRCLE, HAVING A RADIUS OF 790.511 FEET), A DISTANCE OF 109.818 FEET; AND THENCE WESTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE, BEING THE ARC OF A CIRCLE, CONVEX TO THE NORTH AND HAVING A RADIUS OF 790.511 FEET, A DISTANCE OF 91.208 FEET TO THE POINT OF BEGINNING, EXCEPTING FROM SAID TRACT OF LAND THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH STETSON AVENUE, 74.00 FEET WIDE, AS DEFINED IN SAID AMENDATORY LAKE FRONT ORDINANCE, WITH THE SOUTHERLY LINE OF EAST WACKER DRIVE AS DEFINED IN SAID AMENDATORY LAKE FRONT ORDINANCE; AND RUNNING THENCE SOUTH ALONG SAID WEST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 20.00 FEET; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 30.918 FEET TO A POINT ON SAID SOUTHERLY LINE OF EAST WACKER DRIVE, WHICH IS 20.00 FEET, MEASURED ALONG SAID SOUTHERLY LINE, WESTERLY FROM THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE WITH SAID WEST LINE OF NORTH STETSON AVENUE; AND THENCE EASTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE, SAID DISTANCE OF 20.00

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FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 4:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY AS CREATED BY A GRANT OF EASEMENTS MADE BY THE CITY OF CHICAGO, A BODY POLITIC AND CORPORATE, SAID GRANT OF EASEMENTS, BEING DATED MARCH 1, 1978 AND RECORDED SEPTEMBER 15, 1978 AS DOCUMENT 24628953, AS AMENDED BY INSTRUMENT DATED DECEMBER 21, 1978 AND RECORDED MARCH 23, 1979 AS DOCUMENT 24889230, FOR PURPOSES OF A BRIDGE TO PROVIDE INGRESS AND EGRESS OVER AND UPON THE EASEMENT AREA, PARCEL OR PARCELS DESCRIBED AS FOLLOWS:

EASEMENT "A":

THE PROPERTY AND SPACE LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE SURFACE OF THE EARTH, OF THAT PART OF NORTH STETSON AVENUE, 74.00 FEET WIDE, AS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 3RD DAY OF MAY, 1972 AS DOCUMENT 21889519, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID NORTH STETSON AVENUE, AT A POINT 35.00 FEET NORTH FROM THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF EAST SOUTH WATER STREET, 92.00 FEET WIDE, AS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY SAID INSTRUMENT RECORDED AS DOCUMENT 21889519, AND RUNNING THENCE NORTH ALONG SAID WEST LINE OF NORTH STETSON AVENUE A DISTANCE OF 18.00 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 74.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID NORTH STETSON AVENUE. THENCE SOUTH ALONG SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 18.00 FEET; AND THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 74.00 FEET TO THE POINT OF BEGINNING; AND LYING BELOW THE FOLLOWING DEFINED PLANES FORMING THE UPPER SURFACE OF SAID PROPERTY AND SPACE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A HORIZONTAL PLANE, 48.00 FEET ABOVE CHICAGO CITY DATUM, WITH THE WEST LINE OF SAID NORTH STETSON AVENUE, PROJECTED VERTICALLY UPWARD, AND RUNNING THENCE EAST ALONG SAID HORIZONTAL PLANE TO THE INTERSECTION WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 9.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 48.14 FEET ABOVE SAID CITY DATUM, WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 16.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 48.26 FEET ABOVE SAID CITY DATUM, WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 22.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 48.35 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 28.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 48.41 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 34.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG A HORIZONTAL PLANE 48.41 FEET ABOVE SAID CITY DATUM TO THE INTERSECTION OF A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 40.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG A DECLINING PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 48.35 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 46.00

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FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG A HORIZONTAL PLANE 48.35 FEET ABOVE SAID CITY DATUM TO THE INTERSECTION OF A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 52.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG A DECLINING PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 48.24 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 58.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE, THENCE EAST ALONG A DECLINING PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 48.03 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 65.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE, THENCE EAST ALONG A DECLINING PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 47.95 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 71.50 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE, THENCE EAST ALONG A HORIZONTAL PLANE 47.95 FEET ABOVE SAID CITY DATUM TO THE INTERSECTION WITH THE EAST LINE OF SAID NORTH STETSON AVENUE; PROJECTED VERTICALLY UPWARD, AND LYING ABOVE THE FOLLOWING DEFINED PLANES FORMING THE LOWER SURFACE OF SAID PROPERTY AND SPACE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A HORIZONTAL PLANE 37.92 FEET ABOVE SAID CITY DATUM WITH THE WEST LINE OF SAID NORTH STETSON AVENUE PROJECTED VERTICALLY UPWARDS AND RUNNING THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 39.02 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 13.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 39.03 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 13.67 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 39.19 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 25.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE, THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 39.30 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 37.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 39.37 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 49.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 39.45 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 60.33 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 39.46 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 61.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG A DECLINING PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 39.06 FEET ABOVE SAID CITY DATUM WITH THE EAST LINE OF SAID NORTH STETSON AVENUE PROJECTED VERTICALLY UPWARD, IN COOK COUNTY, ILLINOIS

EASEMENT "B":

THE PROPERTY AND SPACE LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE SURFACE OF THE EARTH, OF THAT PART OF NORTH STETSON AVENUE, 74.00 FEET WIDE AS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON THE 3RD DAY OF MAY, 1972 AS DOCUMENT 21889519, BOUNDED AND DESCRIBED AS FOLLOWS:

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BEGINNING ON THE WEST LINE OF SAID NORTH STETSON AVENUE, AT A POINT 260.00 FEET NORTH FROM THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF EAST SOUTH WATER STREET, 92.00 FEET WIDE, AS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY SAID INSTRUMENT RECORDED AS DOCUMENT 21889519, AND RUNNING THENCE NORTH ALONG SAID WEST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 18.00 FEET, THENCE EAST ALONG A LINE PERPENDICULAR TO SAID WEST LINE A DISTANCE OF 74.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID NORTH STETSON AVENUE, THENCE SOUTH ALONG SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 18.00 FEET; AND THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 74.00 FEET TO THE POINT OF BEGINNING; AND LYING BELOW THE FOLLOWING DEFINED PLANES FORMING THE UPPER SURFACE OF SAID PROPERTY AND SPACE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A HORIZONTAL PLANE 47.62 FEET ABOVE CHICAGO CITY DATUM WITH THE WEST LINE OF SAID NORTH STETSON AVENUE PROJECTED VERTICALLY UPWARD, AND RUNNING THENCE EAST ALONG SAID HORIZONTAL PLANE TO THE INTERSECTION WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 2.50 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE, THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 47.65 FEET ABOVE SAID CITY DATUM, WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 9.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 47.74 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 16.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 47.87 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 22.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 47.99 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 28.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 48.05 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 34.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG A DECLINING PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 48.03 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 40.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG A HORIZONTAL PLANE 48.03 FEET ABOVE SAID CITY DATUM TO THE INTERSECTION OF A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 46.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG A DECLINING PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 47.96 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 52.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG A DECLINING PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 47.93 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 58.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG A DECLINING PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 47.92 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 65.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG A DECLINING PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 47.87 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 71.50 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE, THENCE EAST ALONG A HORIZONTAL PLANE 47.87 FEET ABOVE SAID CITY DATUM TO THE INTERSECTION WITH THE EAST LINE OF SAID NORTH STETSON AVENUE PROJECTED VERTICALLY UPWARD; AND LYING ABOVE THE FOLLOWING DEFINED PLANES FORMING THE LOWER SURFACE OF SAID PROPERTY AND SPACE DESCRIBED AS FOLLOWS:

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COMMENCING AT THE INTERSECTION OF A HORIZONTAL PLANE 38.25 FEET ABOVE SAID CITY DATUM WITH THE WEST LINE OF SAID NORTH STETSON AVENUE PROJECTED VERTICALLY UPWARD, AND RUNNING THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 38.31 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 13.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 38.71 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 37.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG A DECLINING PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 38.52 FEET ABOVE SAID CITY DATUM WITH A LINE PROJECTED VERTICALLY UPWARD FROM A POINT 61.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NORTH STETSON AVENUE; THENCE EAST ALONG AN INCLINED PLANE TO THE INTERSECTION OF A HORIZONTAL PLANE 38.54 FEET ABOVE SAID CITY DATUM WITH THE EAST LINE OF SAID NORTH STETSON AVENUE PROJECTED VERTICALLY UPWARD, IN COOK COUNTY, ILLINOIS

EASEMENT "C":

THE PROPERTY AND SPACE LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE SURFACE OF THE EARTH, OF THAT PART OF NORTH STETSON AVENUE, 74.00 FEET WIDE, AS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON THE 3RD DAY OF MAY, 1972, AS DOCUMENT 21889519 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID NORTH STETSON AVENUE, AT A POINT 198.739 FEET NORTH FROM THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF EAST SOUTH WATER STREET, 92.00 FEET WIDE, AS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY SAID INSTRUMENT RECORDED AS DOCUMENT 21889519, AND; RUNNING THENCE NORTH ALONG SAID WEST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 31.25 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 74.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID NORTH STETSON AVENUE, THENCE SOUTH ALONG SAID EAST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 31.25 FEET AND THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 74.00 FEET TO THE POINT OF BEGINNING; AND LYING BETWEEN HORIZONTAL PLANES WHICH ARE 90.50 FEET AND 73.50 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS

Commonly known as: 151 E. Wacker Drive
Chicago, IL 60601

PIN Nos.: 17-10-301-014-0000
17-10-316-008-0000

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