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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/22/2012 12:15 PM Pg: 1 of 8

Prepared By and  
After Recording Return  
To:  
Michael Z. Margolies  
4709 W. Golf Road  
Suite 475  
Skokie, Illinois 60076

AMENDMENT TO WALL  
ENCROACHMENT LEASE

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## AMENDMENT TO WALL ENCROACHMENT LEASE

This Amendment to Wall Encroachment Lease (this "Amendment") is made and entered into as of the 29 day of February, 2012, by and between 222 E. Chestnut Condominium Association, an Illinois not for profit corporation ("222"), Chicago Title Land Trust Company, as Trustee under Trust No. 43663 ("Owner") and Chicago Title Land Trust Company, as Trustee under Trust No. 112671-01 ("Tenant").

### RECITALS:

A. 222, Owner, and Tenant, are parties to a certain Wall Encroachment Lease (the "Lease") dated as of December 31, 2010, a copy of which was recorded on March 3, 2011 with the Cook County Recorder as Document No. 1106210019. All terms that are capitalized herein that are not otherwise defined herein shall have the same meanings herein as set forth in the Lease.

B. The purpose of the Lease was to grant 222 a right to maintain an encroachment of 4 inches over the west property line of the 860 DeWitt Property (which DeWitt Property is described in Exhibit B attached hereto) for purposes of installing and maintaining certain siding to the 222 Property (which 222 Property is described in Exhibit A attached hereto).

C. Following completion of the construction of the siding by 222 on the 222 Property, the encroachment exceeded the contemplated 4 inches, and Owner and Tenant are willing to amend the Lease to permit the encroachment to be up to 5 inches as more particularly described below.

D. Paragraph 11 of the Lease required 222 to establish an escrow for removal of the cladding, some of which encroaches on to the 860 DeWitt Property. The parties have now agreed on the amounts to be deposited into such escrow and desire to confirm that in this Amendment.

NOW THEREFORE, in consideration of Ten (\$10.00) Dollars, the mutual promises set forth herein and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. Each of the Recitals set forth above are incorporated herein as if set forth at length in this Paragraph 1.
2. Grant of Additional One Inch to Premises. Paragraph 2 of the Lease is amended by deleting the reference to "4 inches" appearing in the third line thereof and replacing it with reference to "up to 5 inches." Owner and Tenant hereby grant to 222 the leasehold interest in the additional 1 inch as contemplated by the preceding sentence.
3. Removal of Cladding. Paragraph 10 of the Lease is amended by adding the following at the end thereof:

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Upon the expiration of the Lease, as provided in Paragraph 3(a) hereof or otherwise, 222 shall remove the cladding and other materials that may encroach into the DeWitt Property. In the event that 222 fails to perform such removal and disposal within thirty (30) days following the expiration of the Lease, and the Owner or Tenant elects to effect such removal and/or disposal as provided above in this Paragraph 10, 222 shall have no claim to any payment or value received by the Owner or Tenant for the salvage value of the materials removed, and Owner or Tenant, as applicable, shall have the right to dispose of such material as it deems appropriate. 222 shall be solely responsible for any costs associated with the removal and disposal of such material. 222 shall also be responsible for any environmental liability incurred by the Owner or Tenant as a consequence of such removal or disposal including, without limitation, any liability arising from the fact that the cladding material may itself contain hazardous materials, and shall hold the Owner and Tenant harmless in the event of any environmental liability arising from the disposal or removal of the cladding. Nothing herein shall require 222 to indemnify or hold Owner or Tenant harmless from any gross negligence or more serious conduct undertaken by Owner or Tenant. Payment of any sums due from 222 pursuant to this Paragraph 10 shall be made by 222 to Owner and/or Tenant within thirty days of the presentment of the invoice for such costs actually incurred.

4. Removal Escrow. The parties hereto have agreed that the escrow for removal shall be funded at the level of \$4,000.00 per annum ("Annual Escrow Payment") until the first updated estimate is required to be obtained on or before January 1, 2021. 222 and Owner have executed a Strict Joint Order Escrow Agreement with Chicago Title establishing the escrow contemplated by Paragraph 11 of the Lease. 222 has delivered to Owner a check payable to Chicago Title and Trust Company in the amount of \$4,000.00 representing the escrow payments required to be made for the period February 1, 2011 through January 31, 2012 which Owner has caused to be deposited into the escrow. 222 shall then commence making the \$4,000.00 Annual Escrow Payment (instead of monthly deposits as previously contemplated by Paragraph 11 of the Lease) in advance, on or before February 1, 2012 and on or before February 1 of each year thereafter (subject to the readjustment commencing in January 2021 which readjustment payments based on an updated estimate shall be made in 4 semi-annual installments over the then succeeding 24 months).

*The balance of this page is intentionally left blank.*

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5. Lease Remains in Full Force. Except as set forth herein, the Lease remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

222 E. Chestnut Condominium Association,  
an Illinois not for profit corporation

By: Jay Levine  
Jay Levine, President

Chicago Title Land Trust Company, as  
Trustee under Trust No. 43663 and not personally

By: Joseph F. Sochacki  
~~JOSEPH F. SOCHACKI~~ Trust Officer

Chicago Title Land Trust Company, as  
Trustee under Trust No. 112671-01

By: Joseph F. Sochacki  
~~JOSEPH F. SOCHACKI~~, Trust Officer

3.Misc.Amendment to Wall Encroachment.Ver6.012612


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 the undersigned land trustee, 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.

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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

The undersigned, an Illinois notary public, does hereby certify that JAY LEVINE, personally known to me to be the President of 222 East Chestnut Condominium Association, an Illinois not-for-profit corporation, and SUSAN WOODWARD, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in the County stated above this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said not-for-profit corporation, and as their free and voluntary act, and as the free and voluntary act of said not-for-profit corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal this 3<sup>rd</sup> day of March, 2012.

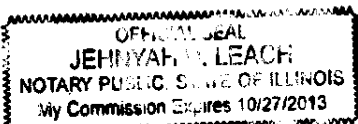


Laura A. Reid  
Notary Public

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the State aforesaid, DO HEREBY CERTIFY, that the above-named JOSEPH F. SOCHACKI, being a Trust Officer of Chicago Title Land Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer, appeared before me this day in person in the County aforesaid and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of Chicago Title Land Trust Company, as trustee of trust 43663, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 day of March, 2012.



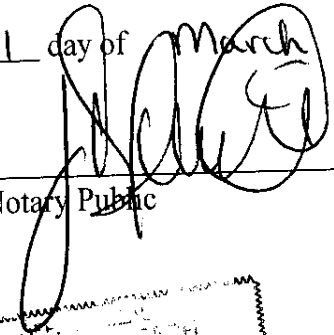
Jehnyah M. Leach  
Notary Public

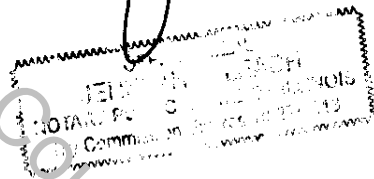
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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK         )

I, the undersigned, a Notary Public in and for the State aforesaid, DO HEREBY CERTIFY, that the above-named JOSEPH F. SOCHACKI, being a Trust Officer of Chicago Title Land Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer, appeared before me this day in person in the County aforesaid and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of Chicago Title Land Trust Company, as trustee of trust 112671-01, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21 day of March, 2012.

  
\_\_\_\_\_  
Notary Public



Property of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

All Units in 222 East Chestnut Condominium, as delineated on the survey of the following described property:

Lot 33 and the West 15 feet 6 inches of Lot 34 in Lake Shore Drive Addition to Chicago, a subdivision of part of Blocks 14 and 20 in Canal Trustees Subdivision of the South Fractional 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian,

which survey is attached as Exhibit "A" to the Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, IL as document no. 24933769, as amended from time to time, together with each Unit's undivided percentage interest in the Common Elements, in Cook County, IL.

Unit No.	PIN	Unit No.	PIN
1C	17-03-221-011-1001	9C	17-03-221-011-1024
2B	17-03-221-011-1002	9D	17-03-221-011-1025
2C	17-03-221-011-1003	10B	17-03-221-011-1026
2D	17-03-221-011-1004	10C	17-03-221-011-1027
3B	17-03-221-011-1005	10D	17-03-221-011-1028
3C	17-03-221-011-1006	11A	17-03-221-011-1029
3D	17-03-221-011-1007	UE	17-03-221-011-1030
4B	17-03-221-011-1008	12A	17-03-221-011-1031
4C	17-03-221-011-1009	12B	17-03-221-011-1032
4D	17-03-221-011-1010	13A	17-03-221-011-1033
5B	17-03-221-011-1011	13B	17-03-221-011-1034
5C	17-03-221-011-1012	14A	17-03-221-011-1035
5D	17-03-221-011-1013	14B	17-03-221-011-1036
6B	17-03-221-011-1014	15A	17-03-221-011-1037
6C	17-03-221-011-1015	15B	17-03-221-011-1038
6D	17-03-221-011-1016	16A	17-03-221-011-1039
7B	17-03-221-011-1017	16B	17-03-221-011-1040
7C	17-03-221-011-1018	17A	17-03-221-011-1041
7D	17-03-221-011-1019	17B	17-03-221-011-1042
8B	17-03-221-011-1020	18A	17-03-221-011-1043
8C	17-03-221-011-1021	18B	17-03-221-011-1044
8D	17-03-221-011-1022	19A	17-03-221-011-1045
9B	17-03-221-011-1023	19B	17-03-221-011-1046

All located at 222 E. Chestnut St. Chicago, IL 60611

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## EXHIBIT B

Lot 34 (except the West 15 feet 6 inches thereof) and all of Lots 35 and 36 in Lake Shore Drive Addition to Chicago, a subdivision of part of Blocks 14 and 20 in Canal Trustees Subdivision of the South Fractional  $\frac{1}{4}$  of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, IL.

PIN: 17-03-221-010-0000

Address: 860 DeWitt  
Chicago, IL 60611

Property of Cook County Clerk's Office