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Prepared by and after
recording return to:

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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/02/2013 03:47 PM Pg: 1 of 10

Greene Radovsky Maloney
Share & Hennigh LLP
Four Embarcadero Center
Suite 4000
San Francisco, CA 94111
Attention: Graham Maloney

8934208 2082 ADD

AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT (this "Amendment") is made as of the ~~25~~²⁵ day of ~~SEPTEMBER~~^{SEPTEMBER}, 2013, by and between 111 EAST CHESTNUT CONDOMINIUM ASSOCIATION, as agent for the individual condominium unit owners ("Condo Owner"), successor in interest to LASALLE NATIONAL TRUST, N.A., as Trustee under Trust Agreements dated May 20, 1993, and known as Trust Numbers 118065 and 118066 ("Chestnut Trustee") and GROSVENOR INTERNATIONAL (AMERICAN FREEHOLDS) LIMITED, a Nevada corporation, and BBCAF-VRC, LLC, a Delaware limited liability company (collectively "Grosvenor").

RECITALS

A. Chestnut Trustee and American Freeholds, a Nevada general partnership, entered into that certain Easement Agreement dated November 19, 1993, recorded November 26, 1993, as Document 93965528 among the land records of Cook County, Illinois (the "Agreement"), wherein Chestnut Trustee granted a non-exclusive easement for pedestrian and vehicular use to American Freeholds over a portion of Chestnut Trustee's real property located at 111 East Chestnut Street, Chicago, Illinois and 110 East Pearson Street, Chicago, Illinois, as more particularly described on Exhibit "A" attached to the Agreement (the "Chestnut Property").

B. In February, 1997, Chestnut Trustee conveyed a portion of the Chestnut Property to 110 East Pearson Limited Partnership in connection with the restaurant located at 110 East Pearson Street, Chicago, Illinois and more particularly described in that certain Trustee's Deed dated as of February 18, 1997, recorded February 26, 1997 as Document 97132654 among the land records of Cook, County, Illinois (the "Restaurant Property").

C. Condo Owner succeeded to the interest of Chestnut Trustee as owner of that portion of the Chestnut Property other than the Restaurant Property (the "Condo Property").

D. The easement rights granted in the Agreement affect both the Restaurant Property and certain common elements of the Condo Property. The portion of the Condo Property that is the subject of this Amendment is more particularly described on Exhibit A attached hereto and made a part hereof.

E. Grosvenor succeeded to the interest of American Freeholds as owner of the property commonly known as 830 North Michigan Avenue, Chicago, Illinois and more

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particularly described on Exhibit B attached hereto and made a part hereof (the "American Property").

F. The Agreement generally described the Easement Area as a service drive, loading dock, entrances and corridors located upon the Chestnut Property between the ground floor and below the first floor ceiling and reference was made to a depiction of such area on Exhibit "C" attached thereto (the "Original Depiction"). The Original Depiction was incomplete as it relates to a portion of the Easement Area located within the Condo Property and Condo Owner and Grosvenor desire to supplement the Agreement to add a depiction of that portion of the Easement Area located within the Condo Property that was not previously shown in the Original Depiction. (Said Easement Area was fully depicted on the Maria Gouletas' Subdivision which was subsequently recorded December 14, 1994 as Document 04044552 among the land records of Cook County, Illinois.)

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in the Agreement and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein as if fully restated herein.
2. **Definitions.** All capitalized terms not defined herein shall have the meanings set forth in the Agreement.
3. **Amendment.** Condo Owner and Grosvenor agree that Exhibit C-1 attached hereto and made a part hereof shall serve to supplement but not replace the Original Depiction in the Agreement.
4. **Acknowledgements.** Condo Owner and Grosvenor acknowledge and agree that improvements have been made in the Easement Area since the Agreement was first executed, including without limitation, replacement and removal of walls, doors, ramps and the like, and the parties approve of all such previously-made improvements.
5. **No Modification.** Except as amended hereby, the Agreement remains unchanged and continues in full force and effect. Condo Owner and Grosvenor agree that the Amendment to Easement Agreement dated as of July 18, 2011, but never placed of record, is hereby deemed null and void and of no further force and effect.
6. **References in Agreement.** References in the Agreement to "this Agreement" or otherwise to the Agreement shall be deemed to refer to the Agreement as amended hereby.
7. **Execution in Counterparts and Multiple Originals.** Partially executed counterparts may be assembled into a single instrument executed by all parties. This Amendment may be executed in one or more originals, and all such originals shall be deemed to be one and the same document.

[signatures follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers or representatives as of the date first written hereinabove.

111 EAST CHESTNUT CONDOMINIUM ASSOCIATION, as agent for the individual condominium unit owners

ATTEST:

By: Julis Jordanini

By: [Signature]
Name: Anthony Milazzo
Title: President - Board of Directors

GROSVENOR INTERNATIONAL (AMERICAN FREEHOLDS) LIMITED, a Nevada corporation

ATTEST:

By: Cardace L Gantt
Cardace L Gantt

By: [Signature]
Name: SCOTT A. BRODY
Title: VICE PRESIDENT

ATTEST:

By: [Signature]

By: [Signature]
Name: Maureen E. James
Title: Secretary

BBCAF-VRC, LLC, a Delaware limited liability company

ATTEST:

By: [Signature]

By: Graham Maloney
Name: Graham Maloney
Title: Manager

ATTEST:

By: [Signature]

By: [Signature]
Name: Richard L. Greene
Title: Manager

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STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

ss.

On September 16, 2013, before me, Sara H Rudnik, Notary Public, (Here insert name and title of the officer), personally appeared Anthony Mikozec (name(s) of signer(s)), who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Sara H Rudnik
Notary's Signature



STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

ss.

On September 24, 2013, before me, Candace L Gantt Notary Public, (Here insert name and title of the officer), personally appeared Scott A Brody (name(s) of signer(s)), who 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.

Washington, D.C.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Candace L Gantt
Notary's Signature

CANDACE L. GANTT
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires June 14, 2018



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STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) ss.

On SEPTEMBER 25, 2013, before me, KAREN H. SORIANO, Notary Public, (Here insert name and title of the officer), personally appeared Graham Maloney and Richard L. Greene, (name(s) of signer(s)), who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. (SEAL)

Karen H. Soriano
Notary's Signature



STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

On _____, 2013, before me, _____, Notary Public, (Here insert name and title of the officer), personally appeared _____, (name(s) of signer(s)), who 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.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. (SEAL)

Notary's Signature

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of SAN FRANCISCO

On SEPTEMBER 25, 2013 before me, KAREN H. SORIANO, NOTARY PUBLIC

Date Here Insert Name and Title of the Officer

personally appeared MARGARET JAMES

Name(s) of Signer(s)

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Karen H Soriano

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AMENDMENT TO EASEMENT AGREEMENT

Document Date: 9-25-13 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

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EXHIBIT A

LEGAL DESCRIPTION OF CONDO PROPERTY

LOT 1F IN THE MARIA COULETAS' SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 1994 AS DOCUMENT 04044552, IN COOK COUNTY, ILLINOIS,

WHICH IS NOW PART OF THE COMMON ELEMENTS OF THE 111 EAST CHESTNUT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1, 1*, 1A, 1A*, 1B, 1B*, 1C, 1C*, 1D, 1D*, 1E, 1F, 1F*, 1H, 1J, 1K, 1L, 1M, 1N IN THE MARIA GOULETAS' SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 04074563; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Common Address: 111 East Chestnut Street, Chicago, Illinois
PINs: Part of 17-03-225-078-1001 through 1449

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EXHIBIT B

LEGAL DESCRIPTION OF AMERICAN PROPERTY

THAT PART OF LOTS 1 AND 2, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, ALONG THE SOUTH LINE OF LOTS 1 AND 2, A DISTANCE OF 186.19 FEET; THENCE NORTH 0 DEGREES, 02 MINUTES, 05 SECONDS WEST 107.26 FEET TO THE NORTH LINE OF LOT 2; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 1 AND 2, A DISTANCE OF 186.65 FEET TO THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 0 DEGREES, 12 MINUTES, 49 SECONDS WEST, ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 107.26 FEET TO THE SOUTHEAST CORNER OF SAID LOT BEING THE POINT OF BEGINNING OF THE HEREINABOVE DESCRIBED TRACT, ALL IN FERRY'S SUBDIVISION OF PART OF BLOCK 20 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 830 North Michigan Avenue, Chicago, Illinois
PIN: 17-03-225-029

Cook County Clerk's Office

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EXHIBIT C-1

SUPPLEMENTAL DEPICTION OF EASEMENT AREA

[see attached]

Property of Cook County Clerk's Office



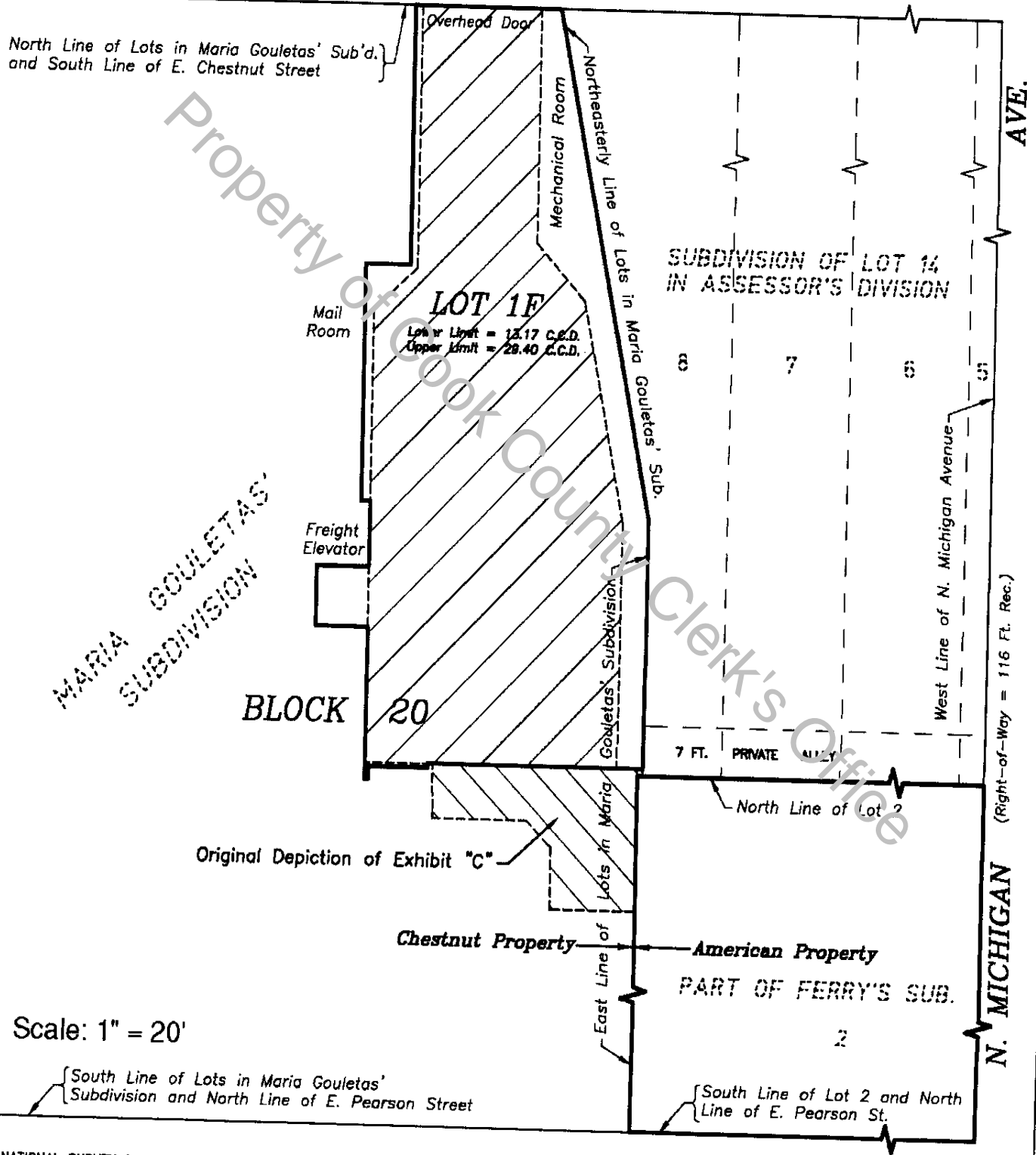
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Exhibit C-1

Supplemental Depiction of Easement Area

ELEVATIONS ARE SHOWN IN RELATION TO CHICAGO CITY DATUM (C.C.D.)

E. CHESTNUT ST. (Right-of-Way = 80 Ft. Rec.)



Property of Cook County Clerk's Office

Original Depiction of Exhibit "C"

Scale: 1" = 20'

South Line of Lots in Maria Gouletas' Subdivision and North Line of E. Pearson Street

Chestnut Property American Property PART OF FERRY'S SUB.

South Line of Lot 2 and North Line of E. Pearson St.

NATIONAL SURVEY SERVICE, INC. 2013 "ALL RIGHTS RESERVED" **E. PEARSON ST.** (Right-of-Way = 78.5 Ft. Rec.)

N. MICHIGAN AVE. (Right-of-Way = 116 Ft. Rec.)