



Doc#: 1327516039 Fee: \$92.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/02/2013 03:47 PM Pg: 1 of 10

AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT (the "Amendment") is made as of the 18th day of July, 2011, by and between 111 East Chestnut Condominium Association ("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 as more particularly described in the Agreement.

B. Grosvenor succeeded to the interest of American Freeholds as owner of the American Property (as defined in Recital B of the Agreement).

C. Owner succeeded to the interest of Chestnut Trustee as owner of the Easement Area.

D. The depiction of the Easement Area (as such term is defined in the Agreement) attached to the Agreement was erroneous and the parties desire to amend the Agreement to correctly depict the Easement Area.

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.** Exhibit C attached to the Agreement is hereby deleted in its entirety and Exhibit C attached hereto is hereby substituted in lieu thereof.

4. **Acknowledgements.** 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.

8934208 1 of 2 ADD

UNOFFICIAL COPY

5. **No Modification.** Except as amended hereby, the Agreement remains unchanged and continues in full 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.

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

ATTEST:


By: _____

By: 
Name: Anthony R. Milazzo
Title: president

GROSVENOR INTERNATIONAL (AMERICAN FREEHOLDS) LIMITED, a Nevada corporation

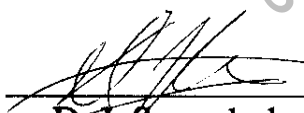
ATTEST:

By: 

By: 
Name: Mark S. Darley
Title: Senior Vice President

ATTEST:

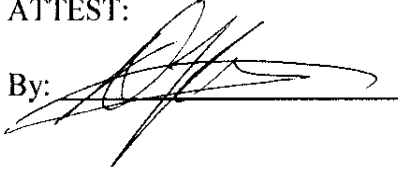
By: 

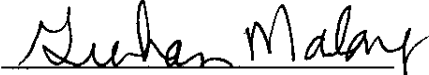
By: 
Name: D. J. Sworobuk
Title: Assistant Secretary

UNOFFICIAL COPY

BBCAF-VRC, LLC, a Delaware limited liability company


ATTEST:

By: 

By: 
Name: Graham Maloney
Title: Manager

ATTEST:

By: 

By: 
Name: ~~Ronald W. Garrity~~ RICHARD L
Title: Manager GREENE

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF DISTRICT OF COLUMBIA
)
COUNTY OF _____)

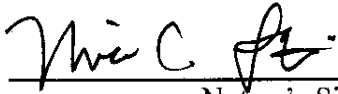
ss.

On September 27, 2011, before me, Nina C. Latimer, Notary Public, (Here insert name and title of the officer), personally appeared Mark S. Darby, (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~~ ^{District of Columbia} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)



Notary's Signature

Nina C. Latimer
Notary Public, District of Columbia
My Commission Expires 2/14/2014

UNOFFICIAL COPY

STATE OF DISTRICT OF COLUMBIA
)
)
COUNTY OF _____)

SS.

On September 27, 2011, before me, Nina C. Latimer, Notary Public, (Here insert name and title of the officer), personally appeared D.J. Sworobuk, (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~~ District of Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Nina C. Latimer

Notary's Signature

Nina C. Latimer
Notary Public, District of Columbia
My Commission Expires 2/14/2014

STATE OF DISTRICT OF COLUMBIA
)
)
COUNTY OF _____)

SS.

On September 30, 2011, before me, Nina C. Latimer, Notary Public, (Here insert name and title of the officer), personally appeared Graham Maloney and Ronald W. Garrity, (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~~ District of Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Nina C. Latimer

Notary's Signature

Nina C. Latimer
Notary Public, District of Columbia
My Commission Expires 2/14/2014

UNOFFICIAL COPY

STATE OF IL)
COUNTY OF COOK)

SS.

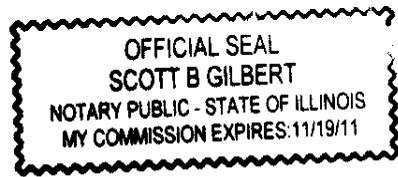
On Sept 14, 2011, before me, _____, Notary Public, (Here insert name and title of the officer), personally appeared ANTHONY MILAZZO, (name(s) of signer(s)), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged 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)

[Signature]
Notary's Signature



UNOFFICIAL COPY

STATE OF IL)
)
COUNTY OF _____)

ss.

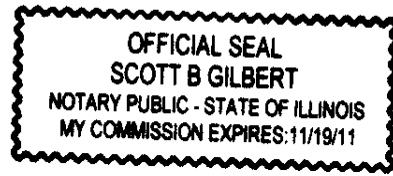
On _____, 2011, before me, _____, Notary Public, (Here insert name and title of the officer), personally appeared ANTHONY M. LELZE, (name(s) of signer(s)), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged 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)

Scott B Gilbert
Notary's Signature



STATE OF _____)
)
COUNTY OF _____)

ss.

On _____, 2011, before me, _____, Notary Public, (Here insert name and title of the officer), personally appeared Graham Maloney and Ronald W. Garrity, (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

UNOFFICIAL COPY

Exhibit "C"

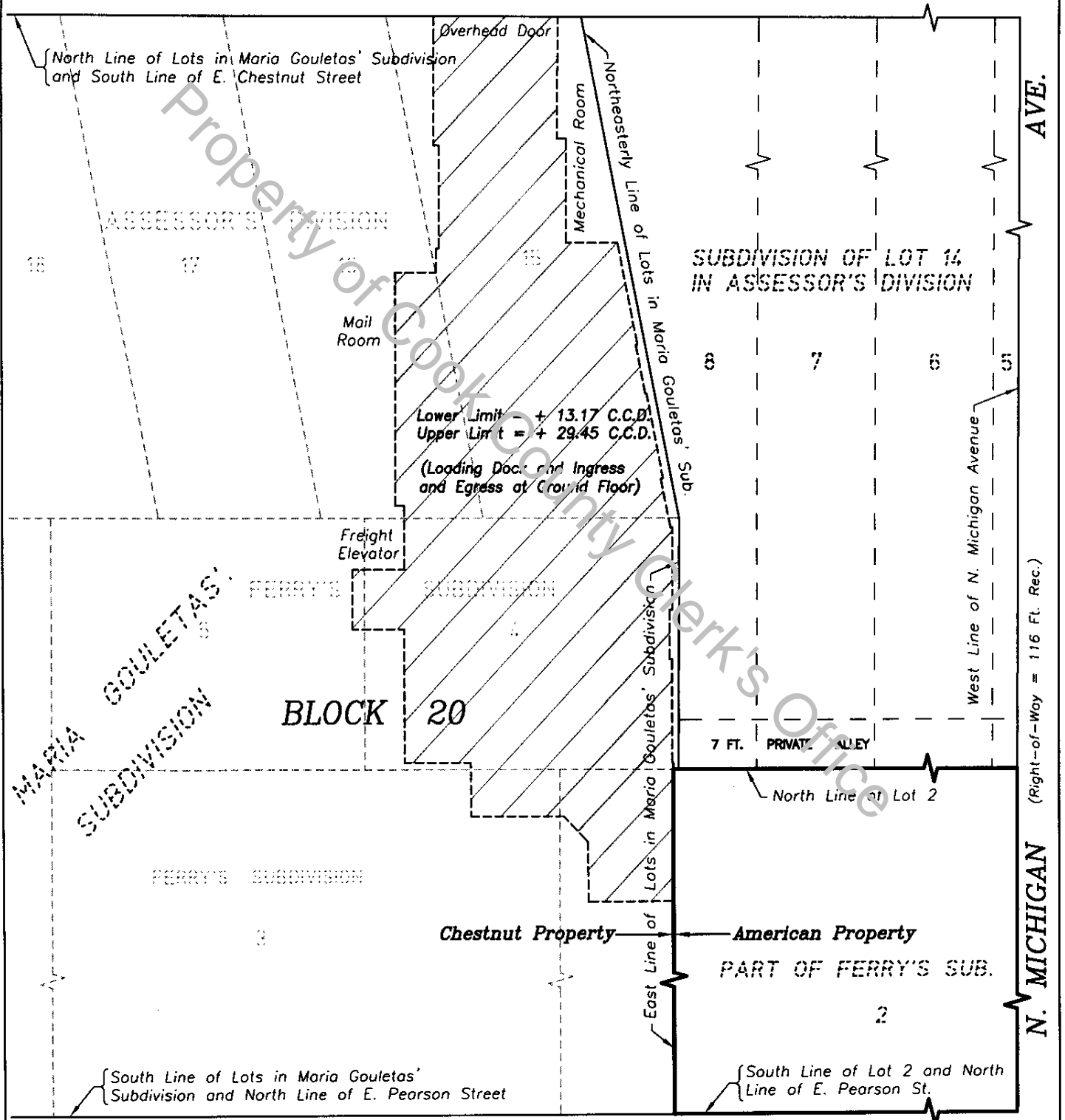
LOADING DOCK EASEMENT

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

E. CHESTNUT

(Right-of-Way = 80 Ft. Rec.)

ST.



UNOFFICIAL COPY

LEGAL DESCRIPTION:

PARCEL 1:

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.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965528, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS AND TENANTS FROM TIME TO TIME OF THE AMERICAN PROPERTY AND THEIR RESPECTIVE TENANTS, SUBTENANTS, LICENSEES, CONCESSIONAIRES, SUPPLIERS, AGENTS, EMPLOYEES AND INVITEES THE EASEMENT AREA LOCATED UPON THE CHESTNUT PROPERTY FOR THE PURPOSE OF INGRESS AND EGRESS, DELIVERIES, LOADING AND UNLOADING, TRASH REMOVAL, TEMPORARY PARKING OF DELIVERY AND SERVICE TRUCKS AND VEHICLES, AND PROVIDING ACCESS TO AND FROM THE SERVICeways, CORRIDORS AND FREIGHT ELEVATORS LOCATED ON THE AMERICAN PROPERTY, AS AMENDED BY AMENDMENT TO EASEMENT AGREEMENT DATED JULY 18, 2011 AND RECORDED ~ , 2013 AS DOCUMENT ~ (SUCH EASEMENT AREA, AND ALL REPLACEMENT AREAS THEREOF, BEING HEREINAFTER COLLECTIVELY CALLED THE "LOADING DOCK").

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965531, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, THEIR RESPECTIVE TENANTS, SUBTENANTS, LICENSEES, CONCESSIONAIRES, SUPPLIERS, AGENTS, EMPLOYEES AND INVITEES, AN EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA FOR: (i) PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE FIFTH FLOOR OF THE RETAIL BUILDING, AND (ii) THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE ABOVE DESCRIBED ENTRANCE AND DOORS (SUCH ENTRANCE IMPROVEMENTS AND DOORS, AND ALL REPLACEMENTS THEREOF, BEING HEREAFTER COLLECTIVELY CALLED THE "PEDESTRIAN ENTRANCE IMPROVEMENTS")

UNOFFICIAL COPY

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965530, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, A NON-EXCLUSIVE EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA, IN COMMON WITH THE OWNERS, OCCUPANTS, TENANTS, AND INVITEES OF THE CHESTNUT PROPERTY AND THEIR SUCCESSORS AND ASSIGNS, FOR : (i) THE USE OF THE EASEMENT AS A MEANS OF EMERGENCY EGRESS FROM THE AMERICAN PROPERTY AND THE CHESTNUT PROPERTY, TO PEARSON STREET, AND (ii) FOR THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE FIRE WALL AND ALARM EQUIPMENT AND SYSTEMS AS MAY BE REASONABLY LOCATED WITHIN THE EASEMENT AREA (SUCH WALL, DOORS, AND LIGHTING AND ALARM EQUIPMENT AND SYSTEMS, AND ALL REPLACEMENT THEREOF, BEING HEREINAFTER COLLECTIVELY CALLED THE "EMERGENCY CORRIDOR IMPROVEMENTS")

PARCEL 5:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965529, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, AN EXCLUSIVE EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA FOR THE OPERATION, MAINTENANCE, REPAIR, SERVICING, AND REPLACEMENT OF THE FIRE PROTECTION EQUIPMENT AND SYSTEMS, A STAIRWAY AND WATER MAIN SERVING PARCEL 1 LOCATED IN THE EASEMENT AREA WHICH SERVICE THE AMERICAN PROPERTY.