

UNOFFICIAL COPY

Prepared by and after
recording return to:

830 NMA, LLC
c/o General Growth Properties, Inc.
110 North Wacker Drive
Chicago, Illinois 60606
Attention: Chief Legal Officer



Doc#: 1330219038 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/29/2013 11:11 AM Pg: 1 of 8

8934208 4 of 4

TERMINATION AND RELEASE OF AMENDMENT TO EASEMENT AGREEMENT

THIS TERMINATION AND RELEASE OF AMENDMENT TO EASEMENT AGREEMENT (this "Termination Agreement") is made as of the 21st day of October, 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 830 NMA, LLC, a Delaware limited liability company ("830 NMA"), successor in interest to 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 Termination Agreement is more particularly described on Exhibit A attached hereto and made a part hereof.

UNOFFICIAL COPY

E. 830 NMA succeeded to the interest of Grosvenor (successor in interest to American Freeholds) in the property commonly known as 830 North Michigan Avenue, Chicago, Illinois and more particularly described on Exhibit B attached hereto and made a part hereof (the "American Property").

F. Condo Owner and Grosvenor entered into an Amendment to Easement Agreement dated as of July 18, 2011 that was placed of record in error on October 2, 2013 as Document 1327516039 (the "2011 Amendment").

G. Condo Owner and Grosvenor also entered into an Amendment to Easement Agreement dated as of September 25, 2013 that was properly placed of record on October 2, 2013 as Document 1327516040 (the "2013 Amendment") and explicitly provided that the 2011 Amendment (which had not been recorded at the time the Condo Owner and Grosvenor entered into the 2013 Amendment) was deemed null and void and of no further force and effect.

H. Condo Owner and 830 NMA desire to enter into this Termination Agreement to confirm that the 2011 Amendment has been terminated and should be released of record.

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. **Termination and Release of 2011 Amendment.** Condo Owner and 830 NMA hereby acknowledge and agree that the 2011 Amendment has been terminated, is null and void and of no further force and effect and is hereby released.
4. **Entire Agreement.** Condo Owner and Grosvenor acknowledge and agree that the Agreement, as supplemented by the 2013 Amendment, constitutes the entire agreement with respect to the easement rights set forth in the Agreement.
5. **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]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Termination 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: *Julia Zindani*

By: *[Signature]*
Name: *Anthony Filazzo*
Title: *President, Board of Directors*

830 NMA, LLC,
a Delaware limited liability company

By: CDECREE, LLC,
a Delaware limited liability company,
its sole member

By: _____
Vice President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Termination 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: _____

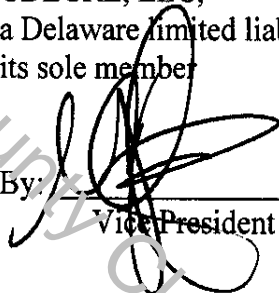
By: _____

Name: _____

Title: _____

830 NMA, LLC,
a Delaware limited liability company

By: CDECRE, LLC,
a Delaware limited liability company,
its sole member

By:  _____
Vice President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

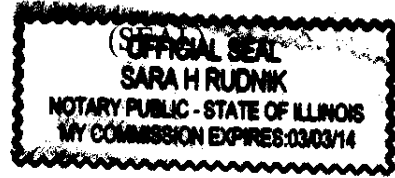
STATE OF ILLINOIS)
)
COUNTY OF COOK)

ss.

On October 14, 2013, before me, Sara H Rudnik, Notary Public, (Here insert name and title of the officer), personally appeared Anthony Mikazzo (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.



Sara H Rudnik
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

UNOFFICIAL COPY

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

STATE OF ILLINOIS)
)
COUNTY OF COOK)

ss.

On October 21, 2013, before me, Naomi Weitzel, Notary Public, (Here insert name and title of the officer), personally appeared MARY CUNNINGHAM (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.

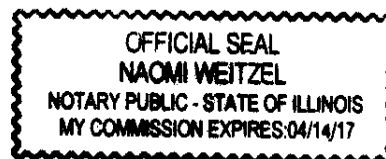
I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Naomi Weitzel

Notary's Signature



UNOFFICIAL COPY

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

UNOFFICIAL COPY

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 60611

PIN: 17-03-225-029-0000

Cook County Clerk's Office