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ASSIGNMENT OF EASEMENTS

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THIS ASSIGNMENT OF EASEMENTS (hereinafter referred to as the "Assignment") is made and entered into as of the 8th day of APRIL, 1986, by and between RIVERSIDE PARK LTD., an Illinois corporation (hereinafter referred to as "Assignor"), and CHICAGO TITLE AND TRUST COMPANY, not individually but solely as Trustee under Trust Agreement dated April 16, 1985, and known as Trust No. 1086781 (hereinafter referred to as "Assignee").

W I T N E S S E T H:

WHEREAS, Assignor has entered into that certain Agreement dated September 2, 1982 (hereinafter referred to as the "Prior Agreement"), by and between Assignor, the City of Chicago and The Metropolitan Sanitary District of Greater Chicago, a copy of which is attached hereto and made a part hereof as Exhibit A;

WHEREAS, pursuant to the Prior Agreement, Assignor has been granted certain easements by the City of Chicago, as more specifically provided thereunder (hereinafter collectively referred to as the "Easements"), pertaining to certain parcels of real estate in Chicago, Illinois, including, without limitation, that certain real estate legally described on Exhibit B attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, pursuant to that certain Agreement dated June 7, 1985, by and between Assignor and Assignee, as amended, pertaining to the purchase and sale of the Property, Assignor is required to assign all of its right, title and interest in and to the Easements to Assignee;

NOW THEREFORE, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns, transfers, grants and conveys to Assignee all of Assignor's right, title and interest in and to the Easements, including, without limitation, the easements referred to in paragraphs 5 and 6 of the Prior Agreement.

2. All rights, benefits and privileges granted or created herein shall be deemed and taken to be covenants running with the land and shall extend to, be binding upon and insure to the benefit of Assignor and Assignee and their respective successors and assignors.

3. This Assignment and the rights of the Assignor and Assignee shall be construed and enforced under the laws of the State of Illinois.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, DEBORAH M. TRINCO, a Notary Public in and for said County and State, DO HEREBY CERTIFY that PETER ZOUVAS and JULIAN FRAZIN, President and Secretary, respectively, of Riverside Park Ltd., an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument on behalf of said Corporation for the uses and purposes therein set forth; and said instrument was signed and delivered as their free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of April, 1986.

Deborah M. Trinco
Notary Public

My Commission Expires: August 1, 1988

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, GABRIELLE GLASS, a Notary Public in and for said County and State, DO HEREBY CERTIFY that ASSA WEE and LYNDA S. BARRIE, ASSA WEE President and ASST. Secretary, respectively, of Chicago Title and Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument on behalf of said Company for the uses and purposes therein set forth; and said instrument was signed and delivered as their free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of April, 1986.

[Signature]
Notary Public

My Commission Expires: 8-27-88

This instrument was prepared by and after recording should be mailed to:

Barbara J. Davis, Esq.
COFFIELD UNGARETTI HARRIS & SLAVIN
3500 Three First National Plaza
Chicago, Illinois 60602
(312) 977-4400

BOX 333 - HV

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EXHIBIT A

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AGREEMENT

This Agreement made and entered into this 2nd day of September, 1982, by and between the City of Chicago, a municipal corporation (hereinafter for convenience referred to as the "CITY"), and The Metropolitan Sanitary District of Greater Chicago, an Illinois municipal corporation and unit of local government (formerly known as the Sanitary District of Chicago), hereinafter for convenience referred to as the "DISTRICT" and Riverside Park Ltd., an Illinois corporation, hereinafter for convenience referred to as the "DEVELOPER";

WITNESSETH:

A. WHEREAS, DEVELOPER proposes to construct a high rise building located in part on property leased from Chicago Union Station Company and located in part on property presently known as WEST WATER STREET, all of which is located at the lower level between Washington and Randolph Streets west of the west bank of the Chicago River immediately west of and adjoining a parcel of land owned by DISTRICT, herein referred to as "DISTRICT PARCEL," legally described on Exhibit "A" attached hereto and made a part hereof, and;

B. WHEREAS, DEVELOPER'S intended use requires the vacation of said WEST WATER STREET and the acquisition of same by DEVELOPER pursuant to an ordinance of the City Council, City of Chicago, providing for same, a copy of which is attached hereto marked Exhibit "B", and made a part hereof; and

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C. WHEREAS, the District has heretofore objected to the aforesaid vacation of WEST WATER STREET and acquisition by DEVELOPER because DISTRICT had designated its aforesaid DISTRICT PARCEL as the proposed site for the District's instream aeration facilities for the South Branch of the Chicago River, but has indicated it would remove such objection upon acquiring a suitable and acceptable alternate site for such instream aeration facilities such as THE TAYLOR STREET PARCEL, owned by Commonwealth Edison Company presently under contract to purchase by DEVELOPER, a copy of which contract (including the legal description of the TAYLOR STREET PARCEL) is attached hereto, marked Exhibit "C" and made a part hereof; and

D. WHEREAS, DEVELOPER has agreed to acquire said TAYLOR STREET PARCEL together with various easements for ingress thereto and egress therefrom, and upon acquisition will convey said TAYLOR STREET PARCEL to CITY in order that CITY may then convey said TAYLOR STREET PARCEL to DISTRICT; and

E. WHEREAS, the DISTRICT will then convey to CITY the DISTRICT PARCEL, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, contingent upon the passage by the City Council of the City of Chicago of the ordinance attached hereto as Exhibit "B" and the acquisition of title to the TAYLOR STREET PARCEL by DEVELOPER pursuant to the contract attached hereto as Exhibit "C", it is agreed as follows:

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1. All of the foregoing recitals are incorporated by reference herein and made a part hereof, same constituting the factual basis for this transaction.

2. DEVELOPER shall, upon acquisition of the TAYLOR STREET PARCEL, and the easements identified in Paragraph 10(a) of Exhibit "C" to this agreement, free and clear of all liens and encumbrances whatsoever, transfer and convey all its rights, title and interest in the TAYLOR STREET PARCEL, and the easements identified in Paragraph 10(a) of Exhibit "C" to this agreement, to the CITY free and clear of all liens and encumbrances.

3. Upon the acquisition of said TAYLOR STREET PARCEL, and the easements identified in Paragraph 10(a) of Exhibit "C" to this agreement, CITY shall transfer and convey by good and sufficient quit claim deed all right, title and interest in same to DISTRICT free and clear of all liens and encumbrances as evidenced by a current commitment for owner's title insurance policy issued by a title insurance company licensed to do business in Illinois, in an amount equal to the price paid therefor by DEVELOPER when purchased from Commonwealth Edison Company, and DISTRICT shall simultaneously transfer and convey by good and sufficient quit claim deed to CITY all its right, title and interest in the DISTRICT PARCEL, free and clear of all liens and encumbrances as evidenced by a current commitment for owner's title insurance policy issued by a title insurance company licensed to do business in Illinois, in the amount of \$1,000.00, subject to the reservations and conditions hereinafter set forth, and immediately thereafter, CITY shall quit claim to DEVELOPER all its right, title and interest in vacated WEST WATER STREET. DEVELOPER shall pay all title insurance bills, fees, charges, and costs incurred by or on

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account of any party hereunder directly to the title insurance carrier issuing same.

4. That it is understood and agreed that said DISTRICT PARCEL shall be used by the City for public park purposes and DEVELOPER agrees to maintain said parcel for such purposes or in the alternative to allow the same to be maintained by the Illinois Garden Society, its successors, or a similarly constituted organization, as a sodded and landscaped park in perpetuity. The quit claim deed of the DISTRICT conveying the DISTRICT PARCEL to the CITY shall contain a restriction in the use of the DISTRICT PARCEL by the CITY consistent with this Agreement.

5. During the period of the development of the DEVELOPER'S lands adjacent to the DISTRICT PARCEL, the CITY shall grant to DEVELOPER a temporary construction easement across said DISTRICT PARCEL upon the express covenants by the DEVELOPER that it shall provide necessary public liability insurance naming the CITY and the DISTRICT as additional insured and standard indemnities in favor of the CITY and the DISTRICT, in a form satisfactory to the CITY and the DISTRICT during the term of such temporary easement, in any event not to exceed three years, and that DEVELOPER will, upon expiration or termination of said temporary easement, restore any damage occasioned to said DISTRICT PARCEL in kind resulting directly or indirectly from DEVELOPER'S construction activities thereon or on the WEST WATER STREET adjacent thereto and otherwise restore the DISTRICT PARCEL to as good or better condition than existed at the time of the granting of the aforesaid temporary easement.

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6. It is further agreed that, whereas it is contemplated that it will be necessary for the support of the high rise building to be constructed by DEVELOPER that a number of caissons be placed and maintained in the public alley directly to the west of the project site, which construction and placement will necessitate the closing and dismantling of a portion of the elevated public roadway located above said alley, the CITY will grant to DEVELOPER such permanent and perpetual easements in said public alley, in such locations as may be mutually agreed upon, and such temporary construction easement in said elevated public roadway as may be required and CITY will pass or amend any existing ordinance relating to said elevated public roadway as may be necessary to effectuate such purposes. For these purposes it is understood and agreed that DEVELOPER shall pay or cause to be paid to the CITY such reasonable compensation for the benefits which will accrue to DEVELOPER for the granting of aforesaid easements in said public alley as the CITY COUNCIL of the CITY OF CHICAGO may deem appropriate. It is further agreed that such temporary construction easement shall be subject to such terms and conditions as the Commissioner of Streets and Sanitation may deem applicable and, further, that DEVELOPER will, upon the expiration or termination of said temporary construction easement, restore any damage occasioned to said elevated public roadway, resulting directly or indirectly from DEVELOPER'S construction activities thereon, to as good or better condition than existed at the time of the granting of the aforesaid temporary construction easement.

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7. The covenants and agreements hereinafter contained shall extend to and be obligatory upon the successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in triplicate by their duly authorized officers, duly attested and their corporate seals hereunto affixed, all on the day and year first above written.

CITY OF CHICAGO

BY: *Arthur H. Berg*

ATTEST: *Arthur H. Berg*

THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO

BY: *James C. Kline*

ATTEST: *James C. Kline*

RIVERSIDE PARK LTD.

BY: *Victor J. Juras* PRESIDENT

ATTEST: *Victor J. Juras*

THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO
APPROVED as to Form and Legality

Fredrick M. Leo 9-1-82
Principal Assistant Attorney

Arthur H. Berg 9-2-82
Attorney

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Exhibit "A"

PARCEL 1:

WHARFING LOTS 1 TO 5 INCLUSIVE IN BLOCK "0" IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 18 1855 AS DOCUMENT 62008, IN COOK COUNTY, ILLINOIS (EXCEPTING THAT PART OF SAID LOTS TAKEN FOR THE WIDENING OF THE SOUTH BRANCH OF THE CHICAGO RIVER) IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

LEGAL DESCRIPTION

Riverside Site

All of West Water Street lying South of the South line of Randolph Street, lying North of the North line of Washington Street, lying West of and adjoining Wharfing Lots 1 to 5, both inclusive, in Block "O" in original Town of Chicago in the South part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, and lying East of a direct line drawn from a point on the South line of Lot 9 in Block 44 in original Town of Chicago, 41.87 feet East of the South West corner of said Lot 9, to a point on the North line of Lot 1 in said Block 44, 85.70 feet East of the North West corner of said Lot 1, as shown and located on the plat recorded August 18, 1855, as Document Number 62008 in Cook County, Illinois.

Common Location: Vacated W. Water Street between Washington and Randolph

Tax No.: East and adjoining 17-09-334-002

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