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FIRST AMENDMENT TO EASEMENT AGREEMENT

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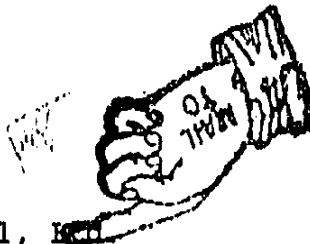
THIS FIRST AMENDMENT TO EASEMENT AGREEMENT is made as of this 11th day of Sept, 1989, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated September 1, 1985, and known as Trust No. 65963 (hereinafter referred to as "Grantor"), and LASALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated May 22, 1981 and known as Trust No. 104022 (hereinafter referred to as "Grantee").

A. Grantor is the owner of certain real estate in the County of Cook and State of Illinois, which real estate is comprised of Lot 1 and Lot 2 legally described in Exhibit A attached hereto and made a part hereof (Lot 1 and Lot 2 described in Exhibit A are hereinafter collectively referred to as "Parcel No. 1"). Lot 2 of Parcel No. 1 is improved with a three-story, 106,350 square foot office building known as 955 American Lane, Schaumburg, Illinois and paved parking lot containing 332 designated parking spaces and other ancillary facilities (collectively, the "Improvements").

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PREPARED BY AND AFTER
RECORDING RETURN TO:

Peter A. Hess
Hess, Kaplan and McDowell, P.C.
180 North La Salle St., Suite 2525
Chicago, Illinois 60601



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B. Grantee is the owner of certain real estate in the County of Cook and State of Illinois, lying West of and adjoining Parcel No. 1 and a certain parcel of land lying East of and adjoining Parcel No. 1, each of which is legally described in Exhibit B attached hereto and made a part hereof (hereinafter collectively referred to as "Parcel No. 2")

C. Pursuant to that certain Easement Agreement dated as of the 23rd day of December, 1985 and recorded December 31, 1985 in the Cook County Recorder's Office as Document No. 85345395 (the "Easement Agreement"), Grantor has heretofore granted the following easements (hereinafter collectively referred to as the "Easements") to Grantee:

- (a) a non-exclusive, irrevocable and perpetual easement for egress and ingress in, over, upon, under and across Lot 1 of Parcel No. 1 to provide access by motor vehicle and pedestrian traffic between Parcel No. 2 and the public roadway commonly known as American Lane (which roadway lies north of and adjoins Parcel No. 1), said easement includes without limitation, the right to use the paved roadway thereon; and
- (b) a non-exclusive, irrevocable and perpetual easement to construct, maintain and use public utilities and drainage in, over, upon, under and across Lot 1 of Parcel No. 1, said easement includes, without limitation, the right to install, maintain, use, operate and renew facilities for the collecting and flow of storm and sanitary sewerage, for the distribution of water and for the transmission and distribution of telephone, electric, and gas service.

The Easement Agreement contains certain other terms, conditions and provisions as more fully set forth therein.

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D. The precise location of the Easements are not specified in the Easement Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The precise location of the Easements to be constructed are subject to the consent of Grantor and any holder of a first mortgage lien on Parcel No. 1, which consents shall not be unreasonably withheld or delayed.

2. Upon completion of the location, construction and installation of the Easements, a survey of the Easements shall be obtained, which shall set forth the legal description thereof. The survey shall be made at the expense of Grantee. Upon obtaining said legal description of the Easements, the parties hereto agree to further amend the Easement Agreement by specifically describing the Easement area in a recordable instrument by reference to said legal description.

3. Notwithstanding anything herein or in the Easement Agreement, Grantee shall not, and shall use its reasonable efforts to assure that public and private utility companies shall not, install, construct, locate and maintain the Easements in an area of Lot 1 of Parcel No. 1 which will cause any material disruption in access, ingress, egress, traffic flow, parking, and use and operation of Lot 1 of

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Parcel No. 1 and the Improvements located on Lot 2 of Parcel No. 1. Grantor acknowledges that a temporary disruption may occur, from time to time, in connection with the installation and subsequent maintenance by Grantee of the Easements and the facilities located thereon; however, Grantee agrees that such installation and maintenance (i) shall not interrupt (unless momentarily necessary at the time service is initially transferred) or diminish, and Grantee shall use its reasonable efforts to assure that public and private utility companies shall not interrupt or diminish, the utility services to Parcel No. 1, (ii) shall not reduce or unreasonably impair the usefulness or function of such utility services or increase Grantor's maintenance costs, (iii) shall not materially interfere with access to and ingress and egress from Lot 2 of Parcel No. 1 to the public roadway known as American Lane unless Grantee provides reasonable and safe temporary access and ingress and egress thereto over Parcel 2, and (iv) shall not diminish the parking available on Lot 2 of Parcel No. 1 without providing for replacement parking space in accordance with the terms and provisions of that certain Parking Space Easement Agreement by and between Grantor and Grantee dated as of December 23, 1985 and recorded on December 31, 1985 in the Cook County Recorder's Office as Document No. 85345396. Grantee agrees to give Grantor one week's prior notice of any intention to do such work, except in the event of an emergency, in which case Grantee shall notify Grantor as

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soon as reasonably possible, and in all cases such work shall be done in a manner as to cause as little disturbance in the use of Parcel No. 1 as may be practical under the circumstances, and in any event Grantee shall restore Parcel No. 1 to substantially the same condition existing prior to any such installation and maintenance. The cost and expense for such installation and maintenance shall be paid or reimbursed in accordance with the provisions of the Easement Agreement.

4. Nothing contained herein or in the Easement Agreement is intended to create, nor shall it be construed as creating any right in, or for, the Grantee to use the Improvements on Lot 2 of Parcel No. 1.

5. Except as set forth herein, all of the terms, conditions and provisions of the Easement Agreement shall be unchanged and remain in full force and effect.

6. It is expressly agreed by the parties hereto, notwithstanding anything herein to the contrary, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Grantor while in form purporting to be the representations, covenants, undertakings and agreements of Grantor are nevertheless each and every one of them made and intended, not as personal representations, covenants, undertakings and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, but are made and intended for the

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purpose only of subjecting the title holding interest and the trust estate under said Trust No. 65963 to the terms of this instrument and for no other purposes whatsoever, and in case of default hereunder by Grantor (or default through, under or by any of its beneficiaries, or agents or representative of said beneficiaries), the Grantee shall look solely to the title holding interest and the trust estate under said Trust No. 65963, and this instrument is executed and delivered by Grantor not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, that the Grantor shall have no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained and no liability or duty shall rest upon Grantor to sequester the trust estate or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility of any sort is assumed by, or shall not at any time be asserted or enforceable against, said Grantor, American National Bank and Trust Company of Chicago, a national banking association, individually or personally, but only as Trustee under the provisions of a certain Trust Agreement dated September 1, 1985, and known as Trust No. 65963, or against any of the beneficiaries under the Trust Agreement described above, an account of this instrument or on account of any representation, covenant, undertaking or agreement of Grantor in this instrument contained, either express or

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implied, all such personal liability, if any, being expressly waived and released by Grantee and by all persons claiming by, through or under Grantee.

7. It is expressly agreed by the parties hereto, notwithstanding anything herein to the contrary, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Grantee while in form purporting to be the representations, covenants, undertakings and agreements of Grantee are nevertheless each and every one of them made and intended, not as personal representations, covenants, undertakings and agreements by Grantee or for the purpose or with the intention of binding Grantee personally, but are made and intended for the purpose only of subjecting the title holding interest and the trust estate under said Trust No. 104022 to the terms of this instrument and for no other purposes whatsoever, and in case of default hereunder by Grantee (or default through, under or by any of its beneficiaries, or agents or representatives of said beneficiaries), the Grantor shall look solely to the title holding interest and the trust estate under said Trust No. 104022, and this instrument is executed and delivered by Grantee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; that the Grantee shall have no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained and no liability or duty shall rest upon Grantee to sequester the trust

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estate or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility of any sort is assumed by, or shall not at any time be asserted or enforceable against, said Grantee, LaSalle National Bank, a national banking association, individually or personally, but only as Trustee under the provisions of a certain Trust Agreement dated May 22, 1981, and known as its Trust No. 104022, or against any of the beneficiaries under the Trust Agreement described above, on account of that instrument or on account of any representation, covenant, undertaking or agreement of Grantee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by Grantor and by all persons claiming by, through or under Grantor.

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

GRANTOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated September 1, 1985 and known as Trust No. 65963 .

By: [Signature]
Its: VICE PRESIDENT

Attest:

By: [Signature]
Its: SECRETARY

GRANTEE:

LASALLE NATIONAL BANK, not personally but solely as Trustee under Trust Agreement dated May 22, 1981 and known as Trust No. 104022

By: [Signature]
Its: VICE PRESIDENT

Attest:

By: [Signature]
Its: ASSISTANT SECRETARY

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)
) NOTARY PUBLIC

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, a Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and _____ Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and _____ Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Bank, for the uses and purposes therein set forth, and the said _____ Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 1989.

NOTARIAL SEAL
My Commission Expires: _____

Notary Public

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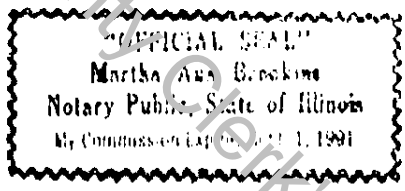
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, MARTHA ANN BROOKINS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH W. LANG, a Vice President of LASALLE NATIONAL BANK, and Raymonary Collins, Secretary Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Secretary Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of September, 1989.

Marttha Ann Brookins
Notary Public

My Commission Expires:
9-1-91



Notary's Office

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CONSENT OF MORTGAGEE

CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a Connecticut corporation, holder of that certain Mortgage and Security Agreement dated March 29, 1989 and recorded April 7, 1989 as Document No. 89152534 hereby consents to the execution and recording of the within First Amendment to Easement Agreement and agrees that said mortgage is subject and subordinate thereto.

IN WITNESS WHEREOF, Connecticut General Life Insurance Company has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Hartford, Connecticut on this 28th day of September, 1989.

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY

By: CIGNA Investments, Inc.

By: Leon Pouny
Leon Pouny, Vice President

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EXHIBIT A

Legal Description of Parcel No. 1

Lot 1:

Lot 1 in Seven Woodfield Lakes, being a Subdivision in the North East 1/4 of Section 14, Township 41 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded September 10, 1986 as Document Number 86404025, in Cook County, Illinois, and being the same real estate described as follows:

That part of the Northeast Quarter of Section 14, Township 41 North, Range 10 East of the Third Principal Meridian, described as follows:

Commencing at the Southeast corner of Lot 1 in Woodfield Lake Office Campus Unit 1 according to the plat thereof recorded on August 12, 1982 as Document No. 26319645; thence South 87 Degrees 22 Minutes 25 Seconds East for a distance of 31.06 feet to a point; thence North 74 Degrees 52 Minutes 34 Seconds East for a distance of 38.32 feet to a point; thence South 79 Degrees 22 Minutes 49 Seconds East a distance of 41.18 feet to a point; thence North 0 Degrees 00 Minutes 00 Seconds East a distance of 415.16 feet to a point of beginning; thence North 0 Degrees 00 Minutes 00 Seconds East a distance of 179.95 feet to a point; thence North 07 Degrees 19 Minutes 50 Seconds East along the southerly right-of-way line of American Lane as shown on Doc. 22935012 a distance of 53.06 feet to a point; thence South 0 Degrees 00 Minutes 00 Seconds West a distance of 182.42 feet to a point; thence South 90 Degrees 00 Minutes 00 Seconds West a distance of 53.00 feet to the point beginning, in Cook County, Illinois.

Said parcel containing 9,603 square feet or 0.221 Acres, more or less.

Lot 2:

Lot 2 in Seven Woodfield Lakes, being a Subdivision in the North East 1/4 of Section 14, Township 41 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded September 10, 1986 as Document Number 86404025, in Cook County, Illinois, and being the same real estate described as follows:

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EXHIBIT A

(Continued)

That part of the northeast Quarter of Section 14, Township 41 North, Range 10 East of the Third Principal Meridian, described as follows:

Commencing at the Southeast corner of Lot 1 in Woodfield Lake Office Campus Unit 1 according to the plat thereof recorded on August 12, 1982 as Document No. 26319645; thence South 87 Degrees 22 Minutes 25 Seconds East for a distance of 31.06 feet to a point; thence North 74 Degrees 52 Minutes 34 Seconds East for a distance of 38.33 feet to a point; thence South 79 Degrees 22 Minutes 49 Seconds East a distance of 41.18 feet to a point of beginning; thence North 0 Degrees 00 Minutes 00 Seconds East a distance of 415.16 feet to a point; thence North 90 Degrees 00 Minutes 00 Seconds East a distance of 373.71 feet to a point; thence South 32 Degrees 40 Minutes 10 Seconds East a distance of 458.27 feet to a point; thence South 62 Degrees 27 Minutes 08 Seconds West a distance of 226.75 feet to a point; thence North 49 Degrees 05 Minutes 46 Seconds West a distance of 97.19 feet to a point; thence South 87 Degrees 19 Minutes 50 Seconds West a distance of 227.00 feet to a point; thence North 79 Degrees 22 Minutes 49 Seconds West a distance of 121.61 feet to the point of beginning, in Cook County, Illinois.

Said parcel containing 223,072 square feet or 5.121 Acres, more or less.

Common Street Address: 955 American Lane
Schaumburg, Illinois

Permanent Tax Identification Nos.: 07-14-200-072-0000
07-14-200-073-0000

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EXHIBIT B

Legal Description of Parcel No. 2

That part of the Northeast Quarter of Section 14, Township 41 North, Range 10 East of the Third Principal Meridian, described as follows:

Lot 1:

Beginning at the northeast corner of Lot 2 in Woodfield Lake Office Campus Unit 1 according to the plat thereof recorded on August 12, 1982 as Document No. 26319645; thence North 87 Degrees 19 Minutes 50 Seconds East along the southerly right-of-way line of American Lane as shown on Document No. 22935012 a distance of 310.62 feet to a point; thence South 0 Degrees 00 Minutes 00 Seconds West a distance of 284.08 feet to a point on the easterly extension of the north line of Lot 1 in the Woodfield Lake Office Campus Unit 1; thence South 90 Degrees 00 Minutes 00 Seconds West along said north line of Lot 1 and its easterly extension a distance of 286.00 feet to the southeast corner of Lot 2 in Woodfield Lake Office Campus Unit 1; thence North 0 Degrees 00 Minutes 00 Seconds East a distance of 40.90 feet along the east line of said Lot 2 to a point of curvature; thence Northwesterly along the east line of said Lot 2 a distance of 76.11 feet along a curve concave to the southwest having a radius of 269.00 feet and a chord length of 75.85 feet with a chord bearing of North 8 Degrees 00 Minutes 21 Seconds West to a point of reverse curvature; thence Northwesterly along the east line of said Lot 2 a distance of 54.60 feet along a curve, concave to the northeast, having a radius of 231.00 feet and a chord length of 54.47 feet with a chord bearing of North 9 Degrees 26 Minutes 26 Seconds West to a point of tangency; thence North 2 Degrees 40 Minutes 10 Seconds West a distance of 100.00 feet along the east line of said Lot 2 to the point of beginning, all in the Village of Schaumburg, Schaumburg Township, Cook County, Illinois

Said parcel containing 82,687 square feet or 1.898 acres, more or less.

Lot 2:

Commencing at the northeast corner of Lot 2 in Woodfield Lake Office Campus Unit 1 according to the plat thereof recorded on August 12, 1982 as Document No. 26319645; thence North 87 Degrees 19 Minutes 50 Seconds East along the

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EXHIBIT B

(Continued)

southerly right-of-way line of American Lane as shown on Document No. 22935012 a distance of 363.68 feet to a point of beginning; thence continuing North 87 Degrees 19 Minutes 50 Seconds East along the southerly right-of-way line of American Lane a distance of 547.84 feet to a point of curvature; thence southeasterly along the south line of American Lane being a curved line, convex to the northeast a distance of 87.965 feet, having a radius of 84.00 feet and a chord length of 84.00 feet with a chord bearing of South 62 Degrees 40 Minutes 10 Seconds East to a point of tangency; thence South 32 Degrees 40 Minutes 10 Seconds East along the south line of American Lane a distance of 256.717 feet to a point of curvature; thence southeasterly along the south line of American Lane, being a curved line, convex to the southwest a distance of 45.00 feet, having a radius of 150.00 feet and a chord length of 44.83 feet with a chord bearing of South 41 Degrees 15 Minutes 50 Seconds East to a point; thence South 34 Degrees 57 Minutes 33 Seconds West a distance of 363.81 feet to a point; thence South 62 Degrees 27 Minutes 08 Seconds West a distance of 15.52 feet to a point; thence North 32 Degrees 40 Minutes 10 Seconds West a distance of 458.27 feet to a point; thence North 90 Degrees 00 Minutes 00 Seconds West a distance of 320.41 feet to a point; thence North 0 Degrees 00 Minutes 00 Seconds West a distance of 182.42 feet to the point of beginning, all in the Village of Schaumburg, Schaumburg Township, Cook County, Illinois.

Said parcel containing 228,913 square feet or 5.255 acres, more or less.

Common Street Address: 955 American Lane
Schaumburg, Illinois

Permanent Tax Identification Nos.: 07-14-200-064-0000 and
07-14-200-065-0000

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