

UNOFFICIAL COPY

9 0 | 8 | 7 7 5

90181775

MEMORANDUM OF AGREEMENT AND STIPULATION THAT NO LIEN OR CLAIM MAY BE FILED OR MAINTAINED BY ANYONE

This Memorandum of Agreement and Stipulation is dated January 18 1990 and is between Chicago Title and Trust Company, not personally but as Trustee Under Trust Agreement dated April 16, 1985 and known as Trust Number 1086781 ("Owner") and Lake Michigan Construction, Inc., a corporation ("General Contractor").

Owner and General Contractor are parties to an Agreement of even date herewith (hereinafter, "Agreement") pursuant to which General Contractor (hereinafter, the "Work") has agreed to perform certain tenant improvement construction work as General Contractor for Owner as set forth therein, on and for the premises ("Premises") commonly known as 100 North Riverside, in the City of Chicago, County of Cook and State of Illinois and legally described on Exhibit A attached hereto.

The Agreement provides, in pertinent part, and Owner and General Contractor hereby stipulate and agree, as follows:

The General Contractor does hereby fully and completely waive and release, for itself and its successors and assigns, and for all its subcontractors and material suppliers, and for all other parties furnishing labor, material, services, machinery, fixtures or equipment directly or indirectly to or for the Work (hereinafter, "Parties on the Work"), any and all claim of, and right to, mechanics' liens under the statutes of the State of Illinois against or with respect to all or any portion of the building in which the Work is to be performed, the real estate upon which it is situated, the Work or any part or parts thereof, and with respect to any material, fixtures, labor, services, equipment, and machinery furnished or to be furnished to or for the Work, and with respect to any monies and any other consideration which may be due at any time under this Contract from Owner to General Contractor or which may be due at any time from Owner or General Contractor to any subcontractors or material suppliers, and Owner and General Contractor hereby agree, and intend that the legal effect of this paragraph shall be, that no lien or claim may be filed or maintained by anyone with respect to or arising from all or any portion of the Work described in or performed pursuant to this Contract, against or with respect to all or any portion of the building in which the Work is to be performed, the real estate upon which it is situated, the Work or any part or parts thereof, or with respect to any material, fixtures, labor, services, equipment or machinery furnished or to be furnished to or for the Work, or with respect to any monies or any other consideration which may be due at any time under this Contract from Owner to General Contractor or which may be due at any time from Owner or General Contractor to any subcontractors or material suppliers. Owner and General Contractor further agree, and intend that the legal effect of this paragraph shall be, that the aforesaid waiver of lien shall

90181775

be enforceable against and binding upon all subcontractors and material suppliers of General Contractor and all Parties on the Work. Owner and General Contractor further agree that the effect of this paragraph shall not be affected, modified, or impaired by any other provision of the Contract Documents or of any subcontract or purchase order, including, but not limited to, provisions requiring the production of written waivers of lien.

IN WITNESS WHEREOF, Owner and General Contractor have executed this Memorandum of Agreement and Stipulation at Chicago, Illinois on the date set forth hereinabove.

OWNER

GENERAL CONTRACTOR

CHICAGO TITLE AND TRUST COMPANY,
not personally but as Trustee
Under Trust Agreement dated
April 16, 1985 and known as
Trust Number 1086781,

LAKE MICHIGAN CONSTRUCTION, INC.
an Illinois corporation,

By: [Signature]
Its: ASST. VICE PRES

By: [Signature]
Its: VICE PRESIDENT

Attest: [Signature]
Its: ASST. SECRETARY

Attest: [Signature]
Its: [Signature]

THIS INSTRUMENT WAS PREPARED BY:

Irving M. Funk, Esq.
Gottlieb and Schwartz
200 East Randolph Drive
Suite 6900
Chicago, Illinois 60601

[Faint, illegible text, likely a notary or legal notice]

AFTER RECORDING SHOULD BE MAILED TO:

Rick E. Smith, Esq.
Coffield, Ungaretti, Harris & Slavin
3500 Three First National Plaza
Chicago, Illinois 60602

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Legal Description

PARCEL 1

ALL OF WEST WATER STREET (NOW VACATED) LYING SOUTH OF THE SOUTH LINE OF RANDOLPH STREET, LYING NORTH OF THE NORTH LINE OF WASHINGTON STREET, LYING WEST OF AND ADJOINING WEARFING LOTS 1 TO 5, BOTH INCLUSIVE, IN BLOCK "0" 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.

PARCEL 2 (LEASEHOLD)

THAT PART OF LOTS 1, 4, 5, 8 AND 9 LYING WEST OF A DIRECT LINE DRAWN FROM THE POINT OF INTERSECTION OF THE WEST LINE OF WEST WATER STREET (NOW VACATED) AND THE SOUTH LINE OF SAID LOT 9, BEING A POINT ON THE SOUTH LINE OF LOT 9 APPROXIMATELY 41.87 FEET EAST OF THE SOUTH WEST CORNER OF LOT 9, TO THE POINT OF INTERSECTION OF THE WEST LINE OF WEST WATER STREET (NOW VACATED) AND THE NORTH LINE OF LOT 1, BEING APPROXIMATELY 85.70 FEET EAST OF THE NORTH WEST CORNER OF LOT 1 IN BLOCK 44 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP OF THE TOWN OF CHICAGO BY JAMES THOMPSON DATED AUGUST 4, 1830 AND FILED FOR RECORD MAY 29, 1837 AND RECORDED JULY 6, 1837 IN BOOK 7 OF MAPS, PAGE 298 AS DOCUMENT 5060 IN COOK COUNTY, ILLINOIS.

PARCEL 3

NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR THE PURPOSES OF INGRESS AND EGRESS AS CREATED BY ASSIGNMENT OF NON-EXCLUSIVE EASEMENT DATED APRIL 8, 1986 AND RECORDED APRIL 10, 1986 AS DOCUMENT 86138458 MADE BY AND BETWEEN CHICAGO UNION STATION COMPANY, AND CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 16, 1985 AND KNOWN AS TRUST NUMBER 1087681 OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

90181775

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 0 1 8 1 7 7 5

Legal Description - Continued

ALL THAT CERTAIN STRIP OR PARCEL OF LAND, SITUATED IN THE CITY OF CHICAGO, COUNTY OF COOK AND THE STATE OF ILLINOIS, AND BEING MORE PARTICULARLY LOCATED EASTERLY OF CANAL STREET AND NORTHERLY OF THE SOUTHERLY OF THE LINE OF LAKE STREET, DRAWN FROM A POINT ON THE EASTERLY LINE OF CANAL STREET, APPROXIMATELY ONE HUNDRED (100) FEET SOUTH OF THE EAST SOUTH LINE OF VACATED CARROLL AVENUE, AND AS LIES NORTHEASTERLY OF A LINE PARALLEL TO AND EIGHT (8) FEET NORTHERLY AND RADIALY Distant FROM THE CENTER LINE OF THE TRACK JOINTLY OWNED BY GOIN CONSOLIDATED RAIL CORPORATION AND THE CHICAGO, MILWAUKEE, ST., M PAUL, AND PACIFIC RAILROAD COMPANY AS SHOWN MARKED --- ET --- OWNED PLAN 1856 (CONSOLIDATED RAIL CORPORATION'S CASE PLAN NUMBER CASE 65971), WHICH PLAN IS ATTACHED AS EXHIBIT "E" TO ASSIGNMENT OF NON-EXCLUSIVE EASEMENT DATED APRIL 8, 1986 AND RECORDED APRIL 10 1986 AS DOCUMENT 86138456, ALL IN THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Nos.: 17-09-334-001
17-09-335-001

Common Address: 100 North Riverside Plaza
Chicago, Illinois

-90-181775

DEPT-01 RECORDING \$17.25
143353 TRAR 4960 04/20/90 15:55:00
19975 : C # -90-181775
COOK COUNTY RECORDER

Cook County Clerk's Office

30181775

EXHIBIT 5

157 Mail

UNOFFICIAL COPY

Property of Cook County Clerk's Office