

SUPPLEMENT TO  
AMENDED AND RESTATED  
EASEMENT AGREEMENT

THIS SUPPLEMENT TO AMENDED AND RESTATED EASEMENT AGREEMENT (this "Supplement") is made and entered into this 15th day of October, 1991 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated November 29, 1955 and known as Trust No. 11531 (the "Apartment Building Trust") and American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated April 18, 1957, and known as Trust No. 12599 (the "Shopping Center Trust") (the Apartment Building Trust and the Shopping Center Trust are sometimes collectively referred to as the "Owners").

RECITALS:

A. The Apartment Building Trust, is the record owner of a parcel of land located in Chicago, Cook County, Illinois, and legally described on Exhibit A attached hereto (the "Apartment Building Parcel").

B. The Shopping Center Trust, is the record owner of a parcel of land located in Chicago, Cook County, Illinois, and legally described on Exhibit B attached hereto (the "Shopping Center Parcel") (the Apartment Building Parcel and the Shopping Center Parcel are sometimes collectively referred to as the "Property").

C. The Owners created certain easements over the Property by an Amended and Restated Easement Agreement (the "Easement Agreement") dated November 14, 1989 and recorded November 15, 1989 as Document No. 8954441 and re-recorded November 27, 1989 as Document No. 89563481.

D. Construction of the Shopping Center (as such term is defined in the Easement Agreement) has been completed. Certain of the easements granted by the Easement Agreement have actual locations different from that described in the Easement Agreement and certain additional easements are required for the operation of the Property.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), the foregoing recitals, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby amend the Easement Agreement as follows:

1. Capitalized terms not defined herein shall have the meanings ascribed to them in the Easement Agreement.

2. The Apartment Building Trust hereby grants to the Shopping Center Trust as an easement appurtenant to the Shopping Center Parcel, an exclusive, perpetual easement over, upon, across and above (but not subsurface except for the Garage Easement Parcel and any down-ramp to the Shopping Center Garage) the portion of the Apartment Building Parcel described on Exhibit C attached hereto (the "Garage Entry Easement Parcel") for (i) purposes of allowing employees, engineers, architects, contractors and other agents of the Shopping Center Trust to construct the garage entry for the Shopping Center and for any repairs thereto or replacements thereof, (ii) repair, replacement, use and maintenance of the garage entry for the Shopping Center and (iii) purposes of vehicular and pedestrian ingress to and egress from the Shopping Center Garage from and to the Driveway and Parking Easement Parcel.

3. The Apartment Building Trust hereby grants to the Shopping Center Trust as an easement appurtenant to the Shopping Center Parcel, an exclusive, perpetual easement over, upon, across and above (but not subsurface) the portion of the Apartment Building Parcel described on Exhibit D attached hereto (the "Parking Sign Easement Parcel") for the repair, replacement, use and maintenance of the monolith parking sign located thereon.

	<u>ADDRESS</u>	<u>PIH</u>
Shopping Center Parcel:	2301 North Clark Street Chicago, Illinois	14-33-106-013, 14-33-200-011
Apartment Building Parcel:	2300 North Commonwealth Avenue Chicago, Illinois	14-33-200-012

91616961

91616961  
14-33-106-013, 14-33-200-011  
14-33-200-012

91616961

31 MAIL

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

4. The Apartment Building Trust hereby grants to the Shopping Center Trust as an easement appurtenant to the Shopping Center Parcel, an exclusive, perpetual easement over, upon, across and above (but not subsurface) the portion of the Apartment Building Parcel described on Exhibit E attached hereto (the "Planter Easement Parcel") for the repair, replacement, use and maintenance of the planter located thereon.

5. The Apartment Building Trust hereby grants to the Shopping Center Trust as an easement appurtenant to the Shopping Center Parcel, an exclusive, perpetual subsurface easement over, upon, across and beneath the portion of the Apartment Building Parcel described on Exhibit F attached hereto located on the ceiling, walls and floors of the Apartment Building Garage (the "Cable TV Easement Parcel") for the repair, replacement, use and maintenance of the cable television wiring and control box, located thereon which enters the Apartment Building from Belden Avenue, and serves both the Apartment Building and the Shopping Center.

6. The Apartment Building Trust hereby grants to the Shopping Center Trust as an easement appurtenant to the Shopping Center Parcel, an exclusive, perpetual subsurface easement over, upon, across and beneath the portion of the Apartment Building Parcel described on Exhibit G attached hereto located on the ceiling, walls and floors of the Apartment Building Garage and the Shopping Center Garage (the "Underground Utilities, Conduit and Cable TV Easement Parcel") for the repair, replacement, use and maintenance of certain underground utilities, conduit and cable television wiring thereon.

7. The Apartment Building Trust hereby grants to the Shopping Center Trust as an easement appurtenant to the Shopping Center Parcel, an exclusive, perpetual easement over, upon, across and beneath the portion of the Apartment Building Parcel described on Exhibit H attached hereto located on the ceiling, walls and floors of the Apartment Building Garage (the "Garage Door and Card Reader Easement Parcel") for the repair, replacement, use and maintenance of a garage door between the Apartment Building Garage and the Shopping Center Garage and a card reader serving such door located thereon.

8. The Apartment Building Trust hereby grants to the Shopping Center Trust and the Shopping Center Trust hereby grants to the Apartment Building Trust a non-exclusive easement for the use for their intended purpose of all "Facilities" existing as of the date of this Supplement located in the Apartment Building Parcel and connected to Facilities located in the Shopping Center Parcel (and any replacements thereof) and located in the Shopping Center Parcel and connected to Facilities located in the Apartment Building Parcel (and any replacements thereof), respectively, which do not interfere with the use and enjoyment of the Apartment Building Parcel or the Shopping Center Parcel, as applicable, and which provide the Shopping Center Parcel or the Apartment Building Parcel, as applicable, with any utilities or services or which may otherwise be necessary to the operation of, use and enjoyment of the Shopping Center Parcel or Apartment Building Parcel, as applicable. For purposes hereof the term "Facilities" means all components, and any replacements or substitutions therefor, of the mechanical, plumbing, electrical, heating, air conditioning, alarm, security, cable television, telephone, parking systems and other utility systems forming a part of the improvements and designed or utilized to furnish utility or other services to any portion of the Property, including without limitation: annunciators, antennae, boxes, brackets, cabinets, cables, coils, computers, conduits, controls, control centers, cooling towers, couplers, devices, ducts, equipment, fans, fixtures, generators, hangers, heat tracers, indicators, junctions, lines, machines, meters, motors, outlets, panels, pipes, pumps, radiators, risers, shafts, starters, switches, switchboards, systems, tanks, transformers, valves, wiring and the like. The foregoing grant does not and shall not create any right in favor of the Apartment Building Parcel to use for parking any portion of the Shopping Center Garage or the Driveway and Parking Easement Parcel. The Facilities shall be maintained, repaired and replaced by the Owner whose Property the particular Facility benefits. If such Facility benefits both Owners such cost shall be shared equitably.

9. All provisions of this Supplement, including the benefits and burdens, shall run with the land and are binding upon the respective heirs, legatees, legal representatives, successors and assigns of the parties hereto. All rights and easements granted or received by this instrument shall run to and benefit the Owner to which such right or easement is granted and its beneficiaries and tenants, and their agents, employees, contractors, invitees, conces-

# UNOFFICIAL COPY

sionaires, licensees, successors (including successors in title) and assigns and benefit and burden the structures presently existing on the Property and any replacements thereof. Whenever a transfer of ownership of either the Shopping Center Parcel of the Apartment Building Parcel takes place, the transferor shall not have any liability for any breach of a covenant occurring thereafter. No Mortgagee of all or any part of the Shopping Center Parcel or the Apartment Building Parcel shall have any liability for any breach of any provision hereof prior to such mortgagee obtaining title to such portion of the Shopping Center Parcel or the Apartment Building Parcel, respectively.

10. This Supplement shall be governed by and construed in accordance with the laws of the State of Illinois.

11. In the event of litigation between the parties with respect to this Supplement or the performance of their obligations hereunder, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including reasonable attorney' fees.

12. This Supplement may be executed in any number of counterparts, each of which shall, when taken together, constitute one Supplement.

13. By execution of the consent provisions attached hereto, the mortgagees executing such provisions are agreeing that their interests under their respective mortgages are subordinate to the easement interests of the parties benefitted by the easements created hereby, the intent of such subordination that upon a foreclosure of any of such mortgages, the easement rights granted hereunder shall not be eliminated or otherwise adversely affected in any way.

14. This Supplement is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by American National Bank and Trust Company of Chicago are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against American National Bank and Trust Company of Chicago by reason of any of the covenants, statements, representations or warranties contained in this Supplement.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date and year first above written.

ATTEST: [Signature]  
Its: ASSISTANT SECRETARY

American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust No. 11531  
By: [Signature]  
Its: [Signature]

ATTEST: [Signature]  
Its: \_\_\_\_\_

American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust No. 12599  
By: [Signature]  
Its: \_\_\_\_\_

91616961

Prepared By and After Recording  
Please Return To:



Alan D. Lev, Esq.  
Ruttenberg & Ruttenberg  
325 West Huron Street  
Suite 806  
Chicago, Illinois 60610

# UNOFFICIAL COPY

## ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
) SS.  
COUNTY OF COOK )

I, Peter H. Johansen, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Peter H. Johansen and ASSISTANT SECRETARY and the Second Vice President and ASSISTANT SECRETARY respectively, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated November 29, 1955 and known as Trust No. 11531, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid; and the said ASSISTANT SECRETARY acknowledged that he as custodian of the corporate seal of said bank, did affix said corporate seal to said instrument as his own free and voluntary act and as the free and said voluntary act of said bank, as Trustee as aforesaid, for said uses and purposes.

NOV 22 1991

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1991.

L. M. Sovienksi  
Notary Public

My Commission Expires: \_\_\_\_\_



## ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
) SS.  
COUNTY OF COOK )

91616961

I, Peter H. Johansen, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Peter H. Johansen and the Second Vice President and ASSISTANT SECRETARY respectively, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated April 18, 1957 and known as Trust No. 12599, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid; and the said ASSISTANT SECRETARY acknowledged that he as custodian of the corporate seal of said bank, did affix said corporate seal to said instrument as his own free and voluntary act and as the free and said voluntary act of said bank, as Trustee as aforesaid, for said uses and purposes.

NOV 22 1991

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1991.

L. M. Sovienksi  
Notary Public

My Commission Expires: \_\_\_\_\_



# UNOFFICIAL COPY

## CONSENT OF MORTGAGEE

The undersigned, American National Bank and Trust Company of Chicago, as mortgagee under mortgage dated December 20, 1989, and recorded December 28, 1989 as Document No. 89619743, hereby consents to the execution and recording of the within Supplement to Amended and Restated Easement Agreement.

IN WITNESS WHEREOF, the said American National Bank and Trust Company of Chicago has caused this instrument to be signed by its duly authorized officers on its behalf; all done at \_\_\_\_\_ on this 13<sup>th</sup> day of November, 1991.

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO

ATTEST:

Its: Asst. Sec.

By: Ter Wengen

Its: Second Vice President

Property of Cook County Clerk's Office 91616961

# UNOFFICIAL COPY

## ACKNOWLEDGEMENT

STATE OF Illinois )  
                          ) SS.  
COUNTY OF C O O K )

I, Rosemary T. Wydra, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Terry A. Senger and William D. Provan the Second Vice President and Asst. Secretary, respectively, of American National Bank and Trust Company of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice President and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said bank, and the said \_\_\_\_\_ acknowledged that he as custodian of the corporate seal of said bank, did affix said corporate seal to said instrument as his own free and voluntary act and as the free and said voluntary act of said \_\_\_\_\_, for said uses and purposes.

GIVEN under my hand and notarial seal this 13 day of November, 1991.

Rosemary T. Wydra  
Notary Public

My Commission Expires:

April 2, 1995

.....  
"OFFICIAL SEAL"  
ROSEMARY T. WYDRA  
Notary Public, State of Illinois  
My Commission Expires 4/2/95  
.....

Property of Cook County Clerk's Office

91616961

# UNOFFICIAL COPY

9 1 6 1 6 9 6 1

## CONSENT OF MORTGAGEE

The undersigned, John Hancock Mutual Life Insurance Company, as mortgagee under mortgage dated November 20, 1989, and recorded November 30, 1989 as Document No. 89571533, hereby consents to the execution and recording of the within Supplement to Amended and Restated Easement Agreement.

IN WITNESS WHEREOF, the said John Hancock Mutual Life Insurance Company has caused this instrument to be signed by its duly authorized officers on its behalf; all done at Boston, MA on this 1st day of November, 1991.

JOHN HANCOCK MUTUAL LIFE  
INSURANCE COMPANY

By: Philip W. Juby <sup>nsj</sup>

Its: \_\_\_\_\_

Mortgage Investment Officer

ATTEST:

Roy P. Juby  
Its: Assistant Secretary

Property of Cook County Clerk's Office

91616961



# UNOFFICIAL COPY

## ACKNOWLEDGEMENT

STATE OF MASSACHUSETTS )  
                                       ) SS.  
COUNTY OF SUFFOLK                )

I, Marie C. O'Brien, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Philip Freiberger and Barry P. Sanborn the Mortgage Investment Officer and Assistant Secretary, respectively, of John Hancock Mutual Life Insurance Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mortgage Investment Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said company, and the said Assistant Secretary acknowledged that he as custodian of the corporate seal of said company, did affix said corporate seal to said instrument as his own free and voluntary act and as the free and said voluntary act of said company, for said uses and purposes.

GIVEN under my hand and notarial seal this 1st day of November, 1991.

Marie C. O'Brien  
Notary Public

My Commission Expires:  
MARIE C. O'BRIEN, Notary Public  
MY COMMISSION EXPIRES AUGUST 9, 1996

91616961

# UNOFFICIAL COPY

## CONSENT OF MORTGAGEE

The undersigned, John Hancock Mutual Life Insurance Company, as mortgagee under mortgage dated June 21, 1990, and recorded June 22, 1990 as Document No. 90299071, hereby consents to the execution and recording of the within Supplement to Amended and Restated Easement Agreement.

IN WITNESS WHEREOF, the said John Hancock Mutual Life Insurance Company has caused this instrument to be signed by its duly authorized officers on its behalf; all done at Boston, MA on this 1st day of November, 1991.

JOHN HANCOCK MUTUAL LIFE  
INSURANCE COMPANY

By: *[Signature]* 11/27

Its:                      Mortgage Investment Officer

ATTEST:

*[Signature]*  
Its: Assistant Secretary

Property of Cook County Clerk's Office

91616961

# UNOFFICIAL COPY

## ACKNOWLEDGEMENT

STATE OF MASSACHUSETTS )  
 ) SS.  
COUNTY OF SUFFOLK )

I, Marie C. O'Brien, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Philip Freiburger and Barry P. Sanborn the Mortgage Investment Officer and Assistant Secretary, respectively, of John Hancock Mutual Life Insurance Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mortgage Investment Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said company, and the said Assistant Secretary acknowledged that he as custodian of the corporate seal of said company, did affix said corporate seal to said instrument as his own free and voluntary act and as the free and said voluntary act of said company, for said uses and purposes.

GIVEN under my hand and notarial seal this 1st day of November, 1991.

Marie C. O'Brien  
Notary Public

My Commission Expires:  
MARIE C O'BRIEN, Notary Public  
MY COMMISSION EXPIRES AUGUST 9, 1995

Property of Cook County Clerk's Office

91616961

# UNOFFICIAL COPY

## EXHIBIT A

### APARTMENT BUILDING PARCEL

The East 126 feet of Lot 8 in Block 2 in Peterboro Terrace Addition to Chicago, being a subdivision of part of Block 2 in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

91616961

# UNOFFICIAL COPY

## EXHIBIT B

### SHOPPING CENTER PARCEL

Lot 1 in Foster's Subdivision of that part of Block 3 lying South of the East and West Center lines of Blocks 2 and 3 in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 8 (except the East 126 feet thereof) in Block 2 in Peterboro Terrace Addition to Chicago, being a subdivision of part of Block 2 in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

91616961

# UNOFFICIAL COPY

## EXHIBIT C

### GARAGE ENTRY EASEMENT PARCEL

The West 3.00 feet of the East 126.0 feet of the North 27.20 feet of Lot 8 in Block 2 in Peterboro Terrace Addition to Chicago, being a subdivision of part of Block 2 in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

91616961

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011 10:11:11 AM

# UNOFFICIAL COPY

## EXHIBIT D

### PARKING SIGN EASEMENT PARCEL

The North 3.50 feet of the South 5.75 feet of the West 1.53 feet of the East 84.51 feet of Lot 8 in Block 2 in Peterboro Terrace Addition to Chicago, being a subdivision of part of Block 2 in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

91616961



# UNOFFICIAL COPY

## EXHIBIT E

### PLANTER EASEMENT PARCEL

The West 7.00 feet of the East 126.0 feet of the North 12.00 feet of the South 16.90 feet of Lot 8 in Block 2 in Peterboro Terrace Addition to Chicago, being a subdivision of part of Block 2 in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

91616961

# UNOFFICIAL COPY

## EXHIBIT F

### CABLE TV EASEMENT PARCEL

The North 2.0 feet of the South 7.0 feet of the West 19.0 feet of the East 76.08 feet of Lot 8 in Block 2 in Peterboro Terrace Addition to Chicago, being a subdivision of part of Block 2 in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

91616961

# UNOFFICIAL COPY

## EXHIBIT G

### UNDERGROUND UTILITIES, CONDUIT AND CABLE TELEVISION EASEMENT PARCEL

The West 49.92 feet of the East 126 feet of Lot 8 in Block 2 in Peterboro Terrace Addition to Chicago, being a subdivision of part of Block 2 in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

91616961

# UNOFFICIAL COPY

## EXHIBIT H

### GARAGE DOOR AND CARD READER EASEMENT PARCEL

The South 2.0 feet of the North 78.0 feet of the West 14.0 feet of the East 120.50 feet of Lot 8 in Block 2 in Peterboro Terrace Addition to Chicago, being a subdivision of part of Block 2 in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

91616961