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TRUSTEE'S DEED

\$ 27.00

Form 2591

Joint Tenancy

The above space for recorders use only

THIS INDENTURE, made this 25TH day of January, 1991, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement, dated the 10th day of August, 1988, and known as Trust Number 106192-03 party of the first part, and The City of Chicago, party of the second part.

parties of the second part

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and no/100 (\$ 10.00) Dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, ~~not in tenancy in common, but in joint tenancy,~~ the following described real estate, situated in Cook County, Illinois, to-wit: party

See Exhibit A attached hereto and incorporated herein. Subject to the exceptions to title listed on Exhibit B attached hereto and incorporated herein and Reservation of Easement attached hereto as Exhibit D and incorporated herein which benefits the real estate described on Exhibit attached hereto and incorporated herein.

TO HAVE AND TO HOLD the same unto said parties of the second part, or her, not in tenancy in common, but in joint tenancy,

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority therein embodied. This deed is made subject to the liens of all just debts and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee, as aforesaid, and not personally.



By: [Signature] Vice President
Attest: [Signature] Assistant Secretary

STATE OF ILLINOIS / COUNTY OF COOK

I the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, Grantor personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant 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 and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth; and the said Assistant Secretary, then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said National Banking Association caused the corporate seal of said National Banking Association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth.

Given under my hand and Notary Seal.

JAN 30 1991 Notary Public

This instrument prepared by: American National Bank and Trust Company 33 NORTH LA SALLE STREET, CHICAGO 60660

DELIVERY NAME: Kathleen Rinsford City of Chicago 111 N. LaSalle, Room 511 Chicago, IL 60604 OR

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

1685-1865 North Throop Street Chicago, Illinois P.I.N. 1+32-317-007 1+32-310-363 1+32-311-007

RECORDER'S OFFICE BOX NUMBER 333

BOX 333

Handwritten notes on the left margin: 42.85 471 33 130 874 76

Vertical text on the right margin: Receipt of...

91047847

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Contract-Premises

EXHIBIT A

N113769.1

PAGE 1

11/18/88

PARCEL 1:

THAT PART OF BLOCK 1 IN ILLINOIS STEEL COMPANY'S NORTH WORKS ADDITION TO CHICAGO, ALSO ALL THAT PART OF VACATED MCHENRY STREET TOGETHER WITH ALL THAT PART OF VACATED REDFIELD STREET TOGETHER WITH THAT PART OF THE 14.4 FOOT VACATED ALLEY PER DOCUMENT NO. 6845871 RECORDED JUNE 4, 1920, ALSO LOTS 27 AND 51 IN CHICAGO LAND COMPANY'S SUBDIVISION OF BLOCKS 17, 18 AND 20 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF WEST WILLOW STREET WITH THE WESTERLY LINE OF BLOCK 1 AFORESAID; THENCE NORTH 62 DEGREES 31 MINUTES 52 SECONDS EAST, ALONG SAID NORTHERLY LINE, 46.45 FEET TO THE HERINAFTER DESIGNATED POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT; THENCE CONTINUING NORTH 62 DEGREES 31 MINUTES 52 SECONDS EAST, ALONG SAID NORTHERLY LINE, 0.06 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF SAID LOT 27; THENCE SOUTH 27 DEGREES 51 MINUTES 09 SECONDS EAST, ALONG SAID NORTHWESTERLY EXTENSION AND THE SOUTHWESTERLY LINES OF LOTS 27 AND 51 AFORESAID, 290.41 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 51; THENCE NORTH 62 DEGREES 34 MINUTES 14 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID LOT 51 AND ITS NORTHEASTERLY EXTENSION, BEING ALSO THE NORTHERLY LINE OF WEST WABANSIA AVENUE, 121.12 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF NORTH THROOP STREET, BEING ALSO THE SOUTHWESTERLY LINE OF BLOCK 1 AFORESAID; THENCE SOUTH 27 DEGREES 50 MINUTES 59 SECONDS EAST, ALONG SAID NORTHEASTERLY LINE, 557.27 FEET TO THE BEND POINT IN THE EASTERLY LINE OF SAID NORTH THROOP STREET; THENCE SOUTH 0 DEGREES 16 MINUTES 13 SECONDS EAST, ALONG THE EAST LINE OF NORTH THROOP STREET, BEING ALSO THE WEST LINE OF BLOCK 1 AFORESAID, 5.40 FEET TO A POINT 290.10 FEET NORTH OF THE SOUTHWEST CORNER OF BLOCK 1 AFORESAID; THENCE NORTH 62 DEGREES 38 MINUTES 53 SECONDS EAST 437.59 FEET; THENCE NORTH 27 DEGREES 24 MINUTES 30 SECONDS WEST, 9.65 FEET; THENCE NORTH 62 DEGREES 35 MINUTES 30 SECONDS EAST, 13.68 FEET; THENCE NORTH 27 DEGREES 25 MINUTES 36 SECONDS WEST, 110.00 FEET; THENCE NORTH 18 DEGREES 19 MINUTES 37 SECONDS EAST, 324.53 FEET TO A POINT ON THE WESTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE NORTHERLY AND WESTERLY ALONG SAID DOCK LINE, TO A POINT ON A LINE 80.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF WEST WILLOW STREET AND ITS NORTHEASTERLY EXTENSION AFORESAID; THENCE SOUTH 62 DEGREES 31 MINUTES 52 SECONDS WEST, ALONG SAID PARALLEL LINE, 559.08 FEET TO A POINT ON A LINE 46.45 FEET NORTHEASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID BLOCK 1; THENCE SOUTH 27 DEGREES 50

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Contract - 12/18/88

EXHIBIT A (cont'd)

MINUTES 59 SECONDS EAST, ALONG THE AFORESAID PARALLEL
LINE, 80.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF
BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA = 628,538 SQUARE FEET OR 14.42925 ACRES

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EXHIBIT A

(cont'd)

PARCEL 1:

SUB-PARCEL 1"A"

THE NORTHERLY 1/2 OF LOT 43 IN SUB-BLOCK 3 OF BLOCK 18 IN THE SUBDIVISION OF BLOCKS 17, 18, 20, 21 (EXCEPT LOTS 1, 5, 12 IN SAID BLOCK 21) AND BLOCKS 23, 28, 29, 30, 31, 32 (EXCEPT LOTS 1, 2, 3, 6 AND 7) AND BLOCKS 33, 38, 39, 40 AND 41 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

SUB-PARCEL 1"B"

THE SOUTHERLY 1/2 OF LOT 43 AND ALL OF LOTS 44, 45, 46, 47, 48, 49, 50, 53, 54, 55 AND 56 IN SUB-BLOCK 3 OF BLOCK 18 IN THE SUBDIVISION OF BLOCKS 17, 18, 20, 21 (EXCEPT LOTS 1, 5, 12 IN SAID BLOCK 21) AND BLOCKS 23, 28, 29, 30, 31, 32 (EXCEPT LOTS 1, 2, 3, 6 AND 7) AND BLOCKS 33, 38, 39, 40 AND 41 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

SUB-PARCEL 1"C"

ALL OF THE NORTHWESTERLY - SOUTHEASTERLY 18 FOOT VACATED ALLEY TOGETHER WITH ALL OF THE NORTHEASTERLY - SOUTHWESTERLY 16 FOOT VACATED ALLEY LYING NORTHWESTERLY OF THE NORTHWESTERLY LINES OF LOTS 51 TO 56, BOTH INCLUSIVE, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF LOTS 49 AND 50, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOTS 44, 45, 48 AND 49 AND LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF LOTS 43, 46, 47 AND 50 (EXCEPTING THEREFROM THAT PART OF THE SOUTHEASTERLY 1/2 OF SAID 16 FOOT ALLEY LYING NORTHERLY OF AND ADJOINING LOT 51) IN SUB-BLOCK 3 OF BLOCK 18 IN THE SUBDIVISION OF BLOCKS 17, 18, 20, 21 (EXCEPT LOTS 1, 5, 12 IN SAID BLOCK 21) AND BLOCKS 23, 28, 29, 30, 31, 32 (EXCEPT LOTS 1, 2, 3, 6 AND 7) AND BLOCKS 33, 38, 39, 40 AND 41 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

SUB-PARCEL 1"D"

LOTS 1 AND 2 IN SUB-BLOCK 3 OF BLOCK 18 IN THE SUBDIVISION OF BLOCKS 17, 18, 20, 21 (EXCEPT LOTS 1, 5, AND 12 IN SAID BLOCK 21) AND BLOCKS 23, 28, 29, 30, 31, 32 (EXCEPT LOTS 1, 2, 3, 6 AND 7) AND BLOCKS 33, 38, 39, 40 AND 41 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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Contract-Premises

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EXHIBIT A

(cont'd.)

SUB-PARCEL 2121

LOTS 1, 2, 3 AND 4 IN SUB-BLOCK 3 IN BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 22, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART OF SAID LOTS 3 AND 4 DESCRIBED AS FOLLOWS:
A STRIP OF LAND 20 FEET IN WIDTH BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE COMMENCING AT A POINT ON THE NORTHERLY LINE OF SAID LOTS 3 AND 4, 21.22 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 3, THENCE EASTERLY ALONG A CURVED LINE CONVEX TO THE NORTH AND HAVING A RADIUS OF 53.56 FEET A DISTANCE OF 53.98 FEET TO A POINT ON THE EAST STREET LINE OF LOT 1, 16.39 FEET SOUTH OF THE NORTH EAST CORNER THEREOF BEING THE TERMINUS OF THE CENTER LINE HEREIN DESCRIBED IN COOK COUNTY, ILLINOIS

SUB-PARCEL 2122

A STRIP OF LAND 20 FEET IN WIDTH BEING 10 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE COMMENCING AT A POINT ON THE NORTHERLY LINE OF LOTS 3 AND 4, 21.22 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 3, THENCE EASTERLY ALONG A CURVED LINE CONVEX TO THE NORTH AND HAVING A RADIUS OF 53.56 FEET A DISTANCE OF 53.98 FEET TO A POINT ON THE EAST STREET LINE OF LOT 1, 16.39 FEET SOUTH OF THE NORTH EAST CORNER THEREOF BEING THE TERMINUS OF THE CENTER LINE HEREIN DESCRIBED IN SUB-BLOCK 3 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 22, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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EXHIBIT B PERMITTED EXCEPTIONS

1. The standard exceptions contained in a 1970 or 1987 ALTA Title Policy.
2. Grant recorded June 17, 1920 as Document 6859847 from the Illinois Steel Company, a corporation to City of Chicago of the right to maintain and operate a sewer pipe as heretofore installed with all necessary appurtenances and appliances in and through portions of McHenry and Redfield Streets in Chicago, such portions of McHenry and Redfield streets vacated by City of Chicago by its ordinance of April 7, 1920 all of said vacation being shown in red on plat attached to said ordinance and the conditions therein contained.
3. Grant recorded June 17, 1920 as Document 6859848 from Illinois Steel Company, a corporation to City of Chicago of the right to maintain and operate a watermain as heretofore installed, with all necessary appurtenances and appliances in and through such portions of McHenry and Redfield Streets vacated by to City of Chicago by its ordinance of April 7, 1920 all of said vacation being shown in red on plat attached to said ordinance and the conditions contained therein.
4. Easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment for the transmission and distribution of electric energy and telephonic and associated services, under, over and along the land as reserved in the ordinance of vacation recorded December 23, 1980 as Document 25716189 in favor of the Commonwealth Edison Company and the Illinois Bell Telephone Company.
5. Easement for existing underground facilities and for the construction, operation, maintenance, repair, renewal and replacement of such facilities with right of ingress and egress at all times and provision that no buildings or other structures shall be erected on said right of way or other use made of said area which would interfere with the construction, operation, maintenance, repair, renewal or replacement of said facilities as reserved by ordinance of vacation recorded December 23, 1980 as Document 25716189 in favor of the People's Gas Light and Coke Company.
6. Rights of the Commonwealth Edison Company under Grant of Easement dated July 8, 1955 and recorded September 26, 1955 as Document 16371898 to construct, operate, use, maintain, repair, etc. poles, crossarms, wires, cables, conduits and other overhead or underground equipment in said vacated street.
7. Rights of United States of America, State of Illinois, the municipality, and the public in and to that part of land lying within the bed of the Chicago River, and the rights of other owners of land bordering on the river in respect to the water of said river.

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8. Rights of Illinois Bell to enter and maintain poles, cables and other facilities in North Magnolia Avenue.
9. Terms, provisions and conditions relating to the easement reserved by Seller in the Contract.
10. Fence situated along the west boundry of the Easement Parcel along Throop Street.
11. Encroachment of high one story metal clad building located mainly on the land over and onto the concrete walk south west and adjoining by approximately .36 of a foot, as disclosed by the plat of survey made by National Survey Service. Survey Number N-113263-B, revised date of July 12, 1988.
12. Encroachment of 2 and 3 story brick building located mainly on the land over and onto the concrete walk south west and adjoining by approximately .14 of a foot at the south west corner and .29 of a foot at the north west corner of said building, as disclosed by the Plat of Survey made by National Survey Service. survey number N-113263-B, revised date of July 12, 1988.
13. Unrecorded overhead and underground easements in favor of Commonwealth Edison Company.
14. Unrecorded easement in favor of the City of Chicago, Bureau of Electricity.
15. General Real Estate and other taxes not yet due and payable.
16. General Real Estate taxes for that portion of the property within Permanent Tax Parcel Index Number 14-52-317-007-0000 which tax parcel is marked exempt on the Tax Collector's Warrants.
17. Acts of, by, through or under the Purchaser or anyone acting on their behalf.

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EXHIBIT C

PARCELS 2 AND 3:

THAT PART OF BLOCK 1 IN ILLINOIS STEEL COMPANY'S NORTH WORKS ADDITION TO CHICAGO IN THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF BLOCK 1 AFORESAID, BEING ALSO THE EASTERLY LINE OF NORTH THROOP STREET, SAID POINT BEING 290.10 FEET NORTH OF THE MOST SOUTHWESTERLY CORNER OF BLOCK 1 AFORESAID; THENCE NORTH 62 DEGREES 38 MINUTES 53 SECONDS EAST, 267.30 FEET; THENCE SOUTH 27 DEGREES 30 MINUTES 24 SECONDS EAST, 96.19 FEET; TO THE HEREINAFTER DESIGNATED POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT; THENCE NORTH 27 DEGREES 30 MINUTES 24 SECONDS WEST, 96.19 FEET; THENCE NORTH 62 DEGREES 38 MINUTES 53 SECONDS EAST, 170.29 FEET; THENCE NORTH 27 DEGREES 24 MINUTES 30 SECONDS WEST, 9.65 FEET; THENCE NORTH 62 DEGREES 35 MINUTES 30 SECONDS EAST, 13.68 FEET; THENCE NORTH 27 DEGREES 25 MINUTES 36 SECONDS WEST, 110.00 FEET; THENCE NORTH 18 DEGREES 19 MINUTES 37 SECONDS EAST, 324.53 FEET TO A POINT ON THE WESTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHERLY AND EASTERLY ALONG SAID DOCK LINE, TO A POINT OF INTERSECTION WITH A LINE PASSING THROUGH THE HEREINABOVE DESIGNATED POINT OF BEGINNING AND BEARING NORTH 62 DEGREES 37 MINUTES 31 SECONDS EAST; THENCE SOUTH 62 DEGREES 37 MINUTES 31 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 372.60 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA = 95,013 SQUARE FEET OR 2.18120 ACRES

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EXHIBIT D.

Reservation of Access Easement

This Reservation of Access Easement (the "Reservation") is made a part of that certain Trustee's Deed dated as of this 35th day of January, 1991, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated August 10, 1988 and known as Trust No. 106192-03 (the "Grantor"), and THE CITY OF CHICAGO, a municipal corporation (the "Grantee").

The following recital of facts is a material part of this Reservation:

A. The Grantor is the holder of legal title to a certain parcel of land in the City of Chicago, County of Cook and State of Illinois which is legally described on Exhibits A and C attached hereto and made a part hereof (the "Grantor Parcel");

B. Pursuant to said Trustee's Deed, the Grantor is conveying to the Grantee legal title to a certain portion of the Grantor Parcel which is legally described on Exhibit A attached hereto and made a part hereof (the "Grantee Parcel");

C. The Grantor is retaining legal title to that portion of the Grantor Parcel which is legally described on Exhibit C attached hereto and made a part hereof (the "Retained Parcel");

D. The Grantor wishes to reserve an easement for ingress and egress over, upon and across the Grantee Parcel for the benefit of the Retained Parcel, all as more fully set forth below; and

E. The parties wish to make certain agreements regarding such easement.

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Section 1. Ingress and Egress Easement over the Grantee Parcel.

The Grantor hereby reserves onto itself, its tenants, agents, employees, customers, guests, invitees, successors and assigns, as an easement appurtenant to the Retained Parcel, a non-exclusive, irrevocable and perpetual easement for ingress and egress over, upon and across those portions of the Grantee Parcel reasonably required by the Grantor to provide access with a minimum width of 25 feet for motor vehicle and pedestrian traffic to and from the Retained Parcel from and to the public roadway adjacent to the Grantee Parcel commonly known as North Throop Street (the "Easement").

Section 2. Construction and Maintenance.

The Grantee shall, at its own cost and expense, construct, maintain and repair the Easement to keep the same in a clean, sightly, safe, unobstructed, good and usable condition. With regard to the Easement each party shall comply with any and all applicable federal, state and local zoning and other ordinances, statutes, guidelines, requirements and regulations. The Grantor shall contribute to the reasonable construction cost of initially providing the Easement to the Grantor in the same proportion that the area of the Retained Parcel bears to the area of the Grantee Parcel lying east of Throop Street; provided, however, that in no event shall the Grantor be obligated to contribute in excess of \$100,000 in this regard.

Section 3. Intentionally Deleted.

Section 4. Commencement of Easement.

It is the intent of the parties that the Easement shall be available to serve the Retained Parcel from and after the date of this Reservation.

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Section 5. Conduct and Coordination of Maintenance, Repair and Replacement.

All maintenance and repair of the Easement (or the component parts thereof) shall be made so as to minimize any interference with the rights reserved onto the Grantor pursuant to this Reservation and with the operations on each of the Grantee Parcel and the Retained Parcel, of any of the owners thereof or their employees, agents, tenants, invitees or licensees. The parties shall use every reasonable effort to coordinate maintenance, repairs and replacements so that the Easement shall not be obstructed.

Section 6. Performance of Other Party's Obligations.

In the event of an emergency requiring maintenance or repair of the Easement and in the further event that the Grantee does not undertake the same within a period of time which is reasonable under the circumstances or it does not appear that the Grantee will, or will be able to, undertake such maintenance or repair within said reasonable period of time, the Grantor may, at its option, perform such maintenance or repair and pay any and all costs and charges associated therewith.

Subject to the provisions of Section 7 hereof, in the event a failure by the Grantee to maintain and repair the Easement pursuant to this Reservation results in a material interference with the rights reserved onto the Grantor by this Reservation or with the use or operation of the Retained Parcel or the improvements located thereon from time to time, but does not result in an emergency, the Grantor may notify the Grantee in writing of such failure. In the event the Grantee fails to remedy such default within thirty (30) days after receipt of such notice or, if such default cannot be cured within thirty (30) days, in the event the Grantee fails to commence the cure of such default within such thirty (30) day period and diligently pursue such cure to completion, the Grantor may, at its option, subject to the rights under Section 8 of the

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holder of any mortgage, perform the obligation which the Grantee has failed to properly perform hereunder and pay any and all costs and charges associated therewith.

Upon the occurrence of any event described in this Section 6, the Grantor shall be entitled to recover from the Grantee the charges, fees, costs and expenses incurred by the Grantor (including, if the Grantee is in default, reasonable attorneys' fees and related expenses) in connection therewith. Such charges, fees, costs, expenses and interest shall be paid by the Grantee within ten (10) days after receipt of a statement thereof from the Grantor.

Notwithstanding anything contained herein to the contrary, the remedies provided herein are not intended as exclusive and the parties reserve any and all remedies available to them at law or in equity.

Section 7. Force Majeure; Interruption of Services.

If either party hereto fails to perform in a timely manner any of the obligations to be performed by such party under this Reservation, and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations (other than those promulgated by the City of Chicago or any agencies or departments thereof), riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused by the other party (or such other party's employees, agents, licensees, invitees or contractors) or any other cause beyond the reasonable control of the non-performing party, then the non-performing party shall not be deemed in default hereunder as a result of such failure. The foregoing shall not excuse any failure to make any payment of money in a timely manner.

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Section 8. Mortgages.

Each party hereto agrees to give the holder of any mortgage to which the Parcel owned by the other party is subject, by registered or certified mail, a copy of any notice or claim of default served by the party giving such notice upon the other party, provided that prior to such notice the party giving such notice has been notified in writing of the name and address of such mortgage holder. Each party hereto further agrees that if the other party shall have failed to cure any default within the pertinent period of time permitted by Section 6 hereof, then the holder of any mortgage to which the Parcel owned by the other party is subject shall have an additional thirty (30) days within which to cure or correct such default (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if such holder of such mortgage has commenced to cure said default within such thirty (30) days and is diligently and continuously pursuing the remedies or steps necessary to cure such default, including the time necessary to obtain possession, if possession is necessary to cure or correct such default, but in no event more than an additional forty-five (45) days).

No mortgagee holding a mortgage encumbering either Parcel shall be responsible for any amounts incurred or becoming due under this Reservation prior to a foreclosure of its mortgage or a transfer of the interest of a party hereto in a Parcel to such mortgagee in lieu of foreclosure, and its liability hereunder in the event of such a foreclosure or transfer shall exist only so long as such mortgagee is the owner of a Parcel and shall not continue or survive after further transfer of ownership of such Parcel by said mortgage.

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Section 9. Separation of the Grantor Parcel.

If the Grantor Parcel is hereinafter divided into two or more parts by separation of ownership, each party owning a part thereof shall enjoy the benefit of the Easement reserved by the Grantor herein.

Section 10. Covenants Running with the Land.

All provisions of this Reservation, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

Section 11. Transfer of Ownership.

The liability of any party hereunder shall terminate automatically upon the transfer of ownership by such party in the Parcel it then owned. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land to the owner of the Parcel or portion thereof being transferred.

Section 12. Interpretation.

The rule of strict construction does not apply to the reservations herein. The reservations herein shall be given a reasonable construction to carry out the intention of the parties hereto to confer a commercially usable right of enjoyment in the Grantor.

Section 13. Termination.

The Grantor may terminate the Easement by recording a release thereof with the Office of the Recorder of Deeds of Cook County, Illinois with directions for delivery of the same to the Grantee at its address given pursuant hereto, whereupon all rights, duties and liabilities hereby created shall terminate as to such Easement except for liabilities incurred hereunder prior to such termination. For convenience, such

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Instrument may run to "the owner or owners and parties interested in" the Grantee Parcel.

Section 14. Notices.

All notices and other communications given pursuant to this Reservation shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or two (2) days after deposit in the U.S. mail if sent postage prepaid by U.S. registered or certified mail, return receipt requested, addressed as follows:

- (a) If to the Grantor: American National Bank and
Trust Company of Chicago
Trust #106192-03
33 North LaSalle Street
Chicago, IL 60603
- (b) If to the Grantee: The City of Chicago
Assets Manager
Dept. of General Services
Bureau of Assets Management
320 North Clark Street
Suite 505
Chicago, IL 60611

Either party may change the name of the person or address to which notices and other communications are to be given by so notifying the other party. Notices or demands from the Grantor may be given by the Grantor, its beneficiaries or any of their respective agents.

Section 15. Grantor's Exculpation.

This Agreement is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon invested in it as such Trustee (and said Trustee warrants that it possesses full power and authority to execute this Agreement). It is expressly understood and agreed by and between the parties hereto, anything herein to the

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contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding Trustee personally, but are made and intended for the purpose of binding only the trust property, and this Agreement is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said Trustee on account of this Agreement or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Agreement, either expressed or implied all such personal liability, if any, being expressed waived and released.

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