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AGREEMENT

91092145

This Agreement ("Agreement") dated as of this 5th day of December, 1990 by and between CHICAGO TITLE AND TRUST COMPANY, not personally, but solely as Trustee under Trust Agreement dated November 12, 1986 and known as Trust No. 1088617 (herein called "Grantor") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement, dated December 19, 1989 and known as Trust No. 110025-08 ("Grantee").

R E C I T A L S

A. Grantor is the owner of a tract of real estate ("Grantor's Real Estate") situated in the City of Chicago, Illinois known as 55 West Wacker Drive, Chicago, Illinois and more particularly described in Exhibit A attached hereto and hereby made a part hereof. Grantor's Real Estate is bounded on the east, north and west by the public streets known respectively as Dearborn Street, Wacker Drive and North Garvey Court. A multi-story office building ("Grantor's Building") is located upon Grantor's Real Estate. Grantor's Real Estate adjoins the east line of North Garvey Court between Wacker Drive and Haddock Place. A continuous covered pedestrian walkway (the "Walkway") surrounds the exterior sides of Grantor's Building, forms a part thereof, and provides pedestrian access around Grantor's Building. Grantor's Real Estate and Grantor's Building are hereinafter collectively referred to as "Grantor's Premises".

B. Grantee has acquired in fee simple or by easement right from the City of Chicago ("City") the real estate ("Grantee's Real Estate") known as 77 West Wacker Drive, Chicago, Illinois and more particularly described in Exhibit B attached hereto and hereby made a part hereof. That portion of the Grantee's Real Estate described as "Tract 3" on said Exhibit B is an easement to the Grantee from the City and consists of a parcel or stratum of air space lying between two parallel horizontal planes extending above the surface of the east half of North Garvey Court between Wacker Drive and Haddock Place. The east line of Tract 3 of the Grantee's Real Estate adjoins the west line of the Grantor's Real Estate.

C. Grantee proposes to cause an office building (the "Grantee's Building") to be constructed upon a portion of the Grantee's Real Estate together with an open pedestrian plaza and related improvements (herein called "Plaza"). The Plaza is to be constructed to the east and south of the Grantee's Building. The Plaza shall include, in addition to Tracts 4 and 5 described on Exhibit B, a portion of Tract 3 extending easterly from the easterly line of the Grantee's Building above, over and across North Garvey Court and shall connect with the Walkway. The configuration of portions of the Plaza, the Walkway, Tract 3 and the Grantor's Real Estate is as generally depicted on the Site Plan attached hereto as Exhibit C and made a part hereof. Grantee's Real Estate and Grantee's Building are hereinafter collectively referred to as "Grantee's Premises".

D. Subject to the terms, conditions and limitations set forth in this Agreement, Grantor and Grantee desire to provide pedestrian access between the Walkway and the Plaza. In order to provide such pedestrian access, Grantee proposes to construct steps and stairs, as generally depicted in Exhibit C, together with the necessary railings, balustrades, other

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appurtenances thereto (collectively, the "Stairs") connecting to and extending from the Plaza to a point of connection with and in Grantor's Real Estate, all of which construction shall be in accordance with the terms, conditions and limitation set forth in this Agreement. The Stairs and the work on Grantor's Building necessary to connect the Stairs to Grantor's Building are hereinafter collectively referred to as the "Improvements".

E. Upon completion of the Stairs, Grantee is willing to be responsible, at its sole cost and expense, to maintain, repair, restore and replace the Stairs in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, Grantor and Grantee do hereby agree as follows:

1. Grantee, at its sole cost and expense, shall cause the Plaza to be constructed and extended above, over and across North Garvey Court and Haddock Place from Grantee's Real Estate to or adjacent to the west line of the Grantor's Real Estate. The construction of the Plaza shall be completed no later than December 31, 1992 ("Required Completion Date"), as to which date, time shall be of the essence.

In order to provide pedestrian access and passage between the Plaza and the Walkway, Grantee, at its sole cost and expense, shall also cause the Improvements to be constructed connecting to and extending from the easterly line of the Plaza to a point of connection with and beyond or easterly of the westerly line of Grantor's Real Estate. Grantee shall not commence construction of the Improvements until such time as Grantor determines that the Plaza is sufficiently completed. The construction of the Improvements shall be completed on or before the Required Completion Date; time shall be of the essence. If, in the sole and absolute determination of Grantor, the Plaza and the Improvements are not completed on or before the Required Completion Date, Grantor shall have the right, in Grantor's sole and absolute discretion, to terminate this Agreement without any notice to Grantee by dating and recording the Termination Notice (as hereinafter defined). In the event of any such termination by the Grantor, the Grantee shall remove, at its sole cost and expense, any portion of the Stairs on Grantor's Real Estate and shall take all steps necessary to cause the appearance of the easterly line of the Plaza (contiguous to the easterly line of Grantor's Real Estate) to be neat and finished. If Grantor exercises its right to terminate this Agreement, Grantor shall promptly return to Grantee the L/C (as hereinafter defined) or the proceeds thereof in Grantor's possession less any proceeds of the L/C which Grantor was entitled to retain pursuant to the terms of this Agreement.

All construction, maintenance, repair, restoration and replacement work with respect to the Plaza and the Improvements will be done in a good and workmanlike manner using now first quality materials and shall be performed by reputable duly licensed contractors. Grantee shall give Grantor not less than 150 days' prior written notice before commencing any construction, repair, restoration or replacement work with respect to the Improvements. All construction, repair, restoration and replacement work shall be performed expeditiously, continuously and in such a manner as to minimize, to the maximum extent possible, any interference with the use and enjoyment of Grantor's Premises; and in furtherance thereof the scheduling and logistics of all such construction, repair, restoration and replacement work with respect to the Improvements shall be coordinated with Grantor. The

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Grantee shall be obligated, at its expense, to take all safety precautions requested by Grantor and/or its insurance carriers. All construction, repair and replacement work shall comply with all applicable laws, insurance requirements and recorded instruments. Grantee shall be responsible, at its sole cost and expense, for obtaining and maintaining all permits, approvals, authorizations, consents and licenses ("Approvals") required in order to construct, use, maintain, repair, restore and replace the Plaza and the Improvements. If the Grantee defaults in performing any of its construction obligations in accordance with the terms of this Agreement (including, without limitation, timely completing the construction of the Improvements and the Plaza), the Grantor shall have the right, but not the obligation, to perform same and shall immediately be reimbursed (together with interest at the Interest Rate (as hereinafter defined)) upon request for all such costs and expenses not sufficiently covered by proceeds of the L/C that are in Grantor's possession, and in addition thereto, so long as Grantor has not been fully reimbursed. Grantor shall have the lien and easement rights set forth in Paragraph 7 hereof. For purposes hereof, the term "Interest Rate" shall mean a floating rate per annum equal to five (5%) percent above the interest rate then most recently publicly announced by Morgan Guaranty Trust Company as its base rate from time to time in effect but in no event shall such interest rate exceed the maximum rate permitted to be charged under applicable law.

Plans, drawings and specifications for the construction of the Plaza and the Improvements which have been prepared by DeStefano/ Goettsch, Ltd. (the "Architect") and which have been approved by the parties hereto ("Final Plans"), are listed on Exhibit D attached hereto and made a part hereof and are incorporated by reference herein as though set forth in full detail. The Plaza and the Improvements shall be constructed by Grantee at its sole cost and expense in accordance with the Final Plans. No amendments or modifications shall be made to the Final Plans without obtaining the prior written consent of the Grantor.

2. Prior to the commencement of any work on the Improvements, Grantee will deliver to Grantor an irrevocable, unconditional, letter of credit (such original letter of credit, or any substitute or replacement letter of credit described below, being herein referred to as the "L/C") as security for the full performance and payment of all of the Grantee's obligations hereunder, including without limitation, the timely completion and installation of the Plaza and the Improvements in accordance with the Final Plans and free of any liens on Grantor's Premises. The L/C (i) shall be issued by a commercial bank reasonably satisfactory to Grantor having offices in the City of Chicago; (ii) shall be payable to Grantor as beneficiary; (iii) shall be in an amount equal to 125% of the estimated cost (the "Estimated Cost") of constructing and installing the Improvements; (iv) shall permit partial draws; (v) shall be transferable by Grantor in accordance with Paragraph "9" hereof; and (vi) shall have an expiration date (the "Expiration Date") which, originally, is 12 months after date of issuance and shall be continually extended by replacement or substitute L/Cs until (a) ninety (90) days after the Actual Completion Date (as hereinafter defined) and (b) the delivery to Grantor of final lien waivers ("Final Lien Waivers") from all contractors, subcontractors and materialmen who performed any work or provided any materials with respect to any improvements to be constructed on the Grantor's Premises pursuant to this Agreement. Each replacement or substitute L/C shall conform to the requirements of item (i) through (vi) above inclusive.

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The Estimated Cost of the Improvements shall be determined by the Architect and shall be evidenced by a certificate of the Architect stating the Estimated Cost, which certificate shall be delivered by Grantee to Grantor prior to the delivery of the L/C. The accuracy of the Estimated Cost shall be subject to Grantor's reasonable approval. The date of actual completion of construction and installation of the Plaza and the Improvements (the "Actual Completion Date") shall be evidenced by a certificate to that effect made by the Architect and delivered by Grantee to Grantor as soon as is reasonably possible after the Actual Completion Date. The determination of the Actual Completion Date shall be subject to Grantor's reasonable approval. Any provision hereof to the contrary notwithstanding, Grantee shall, concurrently with the execution of this Agreement, execute and deliver to Grantor a recordable termination of this Agreement in form and substance satisfactory to Grantor (the "Termination Notice"), which Termination Notice may be dated and recorded by the Grantor if, in Grantor's sole and absolute determination (a) the commencement of construction of the Plaza has not occurred prior to December 31, 1990, or (b) the Plaza and the Improvements have not been completed on or before the Required Completion Date. In the event of the recording of the Termination Notice, the L/C, or the proceeds thereof drawn upon and in Grantor's possession less any amounts Grantor is entitled to retain pursuant to the terms of this Agreement, shall be concurrently returned to Grantee, provided, however, that Grantor's rights and remedies for failure of the Grantee to complete the construction of the Plaza and the Improvements as aforesaid shall not be limited to drawing upon the L/C and/or the lien rights granted in Paragraph 3 hereof but shall, in addition thereto, include all other rights and remedies available at law or in equity. If, in the determination of Grantor, the Actual Completion Date has occurred on or before the Required Completion Date, then upon written request by Grantee, the Grantor shall return to the Grantee the unrecorded Termination Notice or, in the alternative, certify that such Termination Notice is a nullity.

The L/C shall provide that the Issuer thereof (the "Bank") shall pay to Grantor so much of the proceeds thereof as may be requested by Grantor from time to time by Grantor's drawing of a sight draft for the amount requested, such draft to be delivered to issuer together with a written statement to the effect that:

A. Grantor is entitled to the amount set forth in said sight draft by reason of the filing of a lien claim against Grantor's Promises resulting from the performance of work by or at the direction of Grantee and Grantee's failure to pay and discharge or bond such lien claim or obtain an endorsement to Grantor's title insurance policy affirmatively insuring against such lien claim, all in accordance with paragraph 2 of this Agreement;

B. Grantor is entitled to the amount set forth in said sight draft due to the failure of Grantee to comply with any term or provision of this Agreement;

C. Grantor is entitled to the proceeds of the L/C due to Grantee's failure to deposit with Grantor at least thirty (30) days prior to the expiration date of the L/C then being held by Grantor a replacement or substitute L/C identical in terms with the original L/C described above except that the expiration date of such replacement or substitute L/C shall be twelve (12) months after its date of issuance; or

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D. Grantor is entitled to the proceeds of the L/C due to Grantee's failure to deposit with Grantor a substitute or replacement L/C as required in Paragraph 9 of this Agreement.

If Grantor is notified of the filing of any lien claim against Grantor's Premises resulting from the performance of any work by or at the direction of Grantee, Grantor shall notify Grantee thereof, and Grantee shall within ten (10) days either pay and discharge such lien claim and secure the release of Grantor's Premises from such lien claim, bond such lien claim, or induce Grantor's title insurer, at no cost or expense to Grantor, to issue or reissue free of the lien claim or with a special endorsement insuring over said lien claim, Grantor's policy of title insurance insuring Grantor's Premises.

The L/C or any L/C proceeds received from the Bank which are not needed or expended by Grantor to cure a default or breach by Grantee hereunder, including, without limitation, to pay, release or discharge any lien claim or to complete construction of the Improvements in accordance with the Final Plans, or correct any defect or nonconformity, shall be returned by Grantor to Grantee within ninety (90) days after the Actual Completion Date provided Grantor shall have received the Final Lien Waivers within said ninety (90) day period.

Prior to commencing the construction of the Improvements, Grantee, at its sole cost and expense, shall deliver to Grantor an endorsement to Grantor's title insurance policy covering Grantor's Premises affirmatively insuring that no work performed upon Grantee's Premises and no materials provided in connection with any such work shall result in a mechanic's or a materialman's lien being filed against Grantor's Premises or any part thereof.

3. After completion of construction and installation of the Stairs, the Stairs shall be owned by Grantor, provided, however, that upon the termination of this Agreement, ownership of the Stairs shall automatically vest in the Grantor. Grantee shall, at its sole cost and expense, maintain, repair, restore and replace the Stairs and the Plaza and related improvements (including, without limitation, repainting of the painted steel gratings that are over the intake exhaust shafts) in a clean and first class condition. Prior to commencing any repair, restoration or replacement work which is of a structural nature or which is estimated to cost in excess of \$25,000, Grantee shall provide Grantor with security sufficient to insure the lien free completion of such work. Any repair, restoration or replacement work with respect to the Improvements which is of a structural nature shall be performed pursuant to plans and specifications approved by Grantor. If (a) Grantee defaults in its obligation to maintain, repair, restore or replace the Stairs and/or the Plaza as required herein, and such default continues for more than thirty (30) days after Grantee's receipt of written notice thereof from Grantor (or if the default is incapable of being cured within said thirty (30) days, if Grantee fails to commence the curing of such default within said thirty (30) day period and thereafter fails to diligently and expeditiously pursue to completion the curing of such default), or (b) Grantor has, in its sole discretion, determined that there is an emergency need for such maintenance, repair, restoration or replacement work, then in the case of either (a) or (b) above, Grantor shall have the right, but not the obligation, to perform or cause to be performed the maintenance, repair, restoration or replacement work. If (a) Grantor is not promptly reimbursed by Grantee for any costs and expenses incurred by Grantor in doing any maintenance, repair,

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restoration or replacement work referred to in the preceding sentence, or (b) Grantee is, in any other respect, liable to Grantor by reason of defective construction or uninsured third party claims or under the indemnities or covenants hereunder, or otherwise, then Grantor shall, upon recording a notice of lien claim, automatically have a lien upon the Grantee's Premises for such amounts owing, which lien is hereby granted by Grantee, except that any such lien shall be subordinate to any first mortgage lien on the Grantee's Premises. In the event of a default hereunder by Grantee, Grantor shall have in addition to any right and remedies granted herein, all rights and remedies available at law or in equity.

4. Grantee shall indemnify, defend and save Grantor, its officers, employees and agents harmless from and against all claims, losses, damages, fines, penalties and expenses (including, without limitation, attorneys' fees and disbursements) due or relating to (a) the construction and installation of the Plaza or the Improvements and/or the use, maintenance, repair, restoration or replacement thereof by Grantee, subsequent grantees and/or its or their successors, assignees, agents and invitees; (b) the failure to obtain, maintain and comply with any Approvals necessary for the construction, maintenance, repair, restoration and/or replacement of the Plaza and/or the Improvements in accordance with the terms of this Agreement; (c) any breach by Grantee of its obligations under this Agreement; or (d) any other action or inaction of the Grantee or any of its agents, employees or independent contractors. The provisions of this Paragraph 4 shall survive the termination of this Agreement.

5. Grantor hereby grants to Grantee a license to enter upon Grantor's Real Estate and to remove such portions of the masonry railing of Grantor's Building presently surrounding the Walkway as may be necessary to enable Grantee to connect the Stairs to the west face of Grantor's Building in accordance with the Final Plans and to thereafter maintain, repair, restore and replace the Stairs, provided Grantee gives Grantor prior written notice of the work to be performed as required in Paragraph 1 hereof and Grantee performs all such work in compliance with the applicable provisions of this Agreement.

6. Subject to termination of this Agreement as provided herein, Grantee and Grantor grant to each other a non-exclusive easement along and over the Plaza and the Walkway for the purpose of providing pedestrian access to, from and through the Plaza and the Walkway for Grantor and Grantee and their respective agents and for the tenants of Grantor's Building and Grantee's Building and their employees, agents and invitees. Grantor and Grantee agree that except for any outside restaurant tables and chairs or any benches, seats or landscaping placed or permitted by them upon their respective properties, they will not erect, construct or permit to be erected or constructed on either Grantor's Real Estate or the Grantee's Real Estate any fence, barricade or barrier that would prevent or impede the free flow of pedestrian traffic to and from the Plaza and all portions of the Walkway. Grantor and Grantee acknowledge and agree that notwithstanding the prior provisions of this Paragraph 6, Grantor and Grantee shall each have the right to take such action as each deems necessary to protect and preserve the titles to their respective properties and to prevent the public or any third party from acquiring any prescriptive right in or to their respective properties including, without limitation, temporarily restricting public access to the Plaza and/or the Walkway.

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7. Grantee hereby acknowledges that any approval required or given by Grantor in connection with the Final Plans, or otherwise given by Grantor to Grantee in connection with the Improvements or the Plaza or the construction, maintenance, repair, restoration or replacement thereof is done solely for the convenience of Grantee and shall in no way render Grantor responsible or liable for such construction or maintenance or the adequacy or sufficiency thereof.

8. This Agreement is intended solely for the benefit of Grantee, Grantor and the other parties referred to in Paragraph 12 hereof, and no other party shall have any interest in, or right in or to enforce any provision of this Agreement, or as a result of any action or inaction of Grantee or Grantor in connection therewith.

9. The L/C (or the proceeds thereof) may be transferred from time to time by Grantor, as beneficiary of the L/C, as may from time to time be directed by Grantor or its assigns to a transferee having a direct or indirect interest (including, a mortgage or other security interest) in Grantor's Real Estate or Grantor's Building, and any such L/C shall so provide for such transferability. To the extent such transferability cannot be so provided, Grantee shall deliver to the intended transferee an equivalent substitute or replacement L/C naming the transferee as the beneficiary. In the event that Grantee fails to provide a substitute or replacement L/C naming any assignee as the beneficiary of the L/C, Grantor shall have the right to draw upon the L/C, and deposit the proceeds thereof with the Grantor's transferee at the time the Grantor's Premises or the control or ownership rights thereto have been conveyed or transferred. At the time a replacement or substitute L/C naming Grantor's transferee as beneficiary is delivered to Grantor, Grantor shall deliver to Grantee the proceeds of the L/C that was drawn upon less any amounts retained by Grantor in accordance with the terms of this Agreement.

10. During the term hereof, the Grantee shall obtain and maintain occurrence based comprehensive general liability insurance, contractual liability insurance covering the indemnities and undertakings contained herein and workers compensation insurance in form and amount and with carriers satisfactory to Grantor. Grantor, 55 West Wacker Joint Venture, VIB N.V. and Jacques + Kurdziel, Ltd. shall be the initial additional named insureds on the liability policies. Insurance certificates evidencing such coverage, as well as copies of all required Approvals shall be delivered by Grantee to Grantor as a condition to commencing the construction of the Plaza and the Improvements. Grantee shall also furnish to Grantor renewal certificates or policies at least thirty (30) days before the expiration date of any policy. Each policy of insurance required to be maintained hereunder shall provide for prior notice to all insureds at least thirty (30) days before the applicable policy is terminated or modified.

11. Grantee grants to Grantor a license to enter upon Grantee's Real Estate in order to perform any work which Grantor is entitled to perform pursuant to the terms of this Agreement.

12. Subject to the termination rights contained in this Agreement, the provisions of this Agreement shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and the owners from time to time of the Plaza, the Grantee's Premises and Grantor's Premises. Any indemnity, covenant, agreement or other provision herein intended to benefit Grantor shall also inure to the

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benefit of the beneficiaries of Grantor (and the partners, shareholders, directors, officers, employees and/or agents of such beneficiaries) and any mortgagees of Grantor's Premises. Any insurance policies required hereunder to be obtained and maintained hereunder shall name Grantor, the beneficiaries of the Grantor and all mortgagees of Grantor's Premises as additional insureds. In the event Grantor's Building or the Grantee's Building is demolished or replaced or in the event Grantor determines, in its sole and absolute discretion, that the Stairs are no longer desirable, then Grantor may elect to terminate this Agreement by giving written notice of termination to Grantee. In the event Grantee's Building is demolished or replaced, then Grantee may elect to terminate this Agreement by giving written notice of termination to Grantor. In the event this Agreement is terminated by Grantor or Grantee as provided in this Paragraph 12 or in Paragraph 2 above, Grantor and Grantee shall execute and record a termination agreement and if one of such parties fails or refuses to join in such termination agreement, the other party shall have the right, acting solely, to execute and record such termination agreement, the non-cooperating party being deemed, in such event, to have conferred upon the other party a power of attorney to so execute and record such termination on behalf of the non-cooperating party. In the event of any such termination by the Grantee, Grantee shall remove, at its sole expense, any portion of the Stairs on Grantor's Real Estate and shall take all steps necessary to cause the appearance of the easterly line of the Plaza (contiguous to the westerly line of Grantor's Real Estate) to be neat and finished. The provisions of the preceding sentence of this Paragraph 12 shall survive the termination of this Agreement.

13. All notices, communication and correspondence (collectively, "Notices") required or desired to be given under this Agreement shall be in writing and shall be (a) personally delivered, (b) sent by United States certified or registered mail, return receipt requested, postage prepaid or (c) sent by United States Express Mail or reputable overnight courier service to the parties at the following addresses:

If to Grantor:

Chicago Title and Trust Company,
as Trustee under Trust No. 1000617
111 West Washington Street
Chicago, Illinois 60602

with a copy to:

55 West Wacker Joint Venture
c/o Jacques + Kurdyol, Ltd.
110 East 59th Street
Suite 1102
New York, New York 10022
Att: W. Murray Jacques

with a copy to:

Spitzer & Feldman P.C.
405 Park Avenue
New York, New York 10022
Att: Edwin Weinberg, Esq.

with a copy to:

Richard Ellis Inc.
Three First National Plaza
Suite 1750
Chicago, Illinois 60602
Att: Bradley A. Olsen

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with a copy to:

Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street
Suite 3900
Chicago, Illinois 60603
Att: Robert J. Goldberg, Esq.

If to Grantee:

American National Bank and Trust
Company of Chicago, as Trustee
under Trust No. 110025-08
33 North LaSalle Street
Chicago, Illinois 60690

with a copy to:

77 West Wacker Limited Partnership
c/o The Prime Group, Inc.
35 West Wacker Drive, Suite 3600
Chicago, Illinois 60601
Att: Donald H. Faloon and
Robert J. Rudnik, Esq.

with a copy to:

Winston & Strawn
35 West Wacker Drive
Chicago, Illinois 60601
Att: Mark G. Henning, Esq.

Notices shall be deemed delivered on the date of delivery if personally delivered, on the first business day after sending if sent by Express Mail or overnight courier service or three (3) business days after mailing if sent by certified or registered mail. Grantor and Grantee shall have the right to change names and addresses of parties to whom Notices are to be sent by giving the other party written notice of such change(s) in the manner set forth above.

14. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement may not be modified except pursuant to a written instrument executed by Grantor and Grantee.

15. Specific dates set forth herein for commencement and completion of construction shall, in the event of a work stoppage or material shortage, be deemed to be extended by the amount of days corresponding to such stoppage or shortage but in no event shall such extension be allowed for more than ninety (90) days.

16. Whenever Grantor's approval is expressly required to be given hereunder, such approval shall be deemed to be given unless Grantor has responded within thirty (30) days after receiving a written request by Grantee for such approval.

17. This Agreement shall run with the land and inure to the benefit of and be binding upon the successors and successive grantees of the parties hereof.

18. This Agreement is executed by Chicago Title and Trust Company, not personally but solely as Trustee as aforesaid under the Trust Agreement aforementioned, in the exercise of the power and authority conferred upon and

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vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in the terms of covenants, promises or agreements) by Chicago Title and Trust Company are undertaken by it solely as Trustee under said Trust Agreement and not individually, and no personal liability shall be enforceable against Chicago Title and Trust Company by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this Agreement.

19. This Agreement is executed by American National Bank and Trust Company of Chicago, not personally but solely as Trustee as aforesaid under the Trust Agreement aforementioned, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in the terms of covenants, promises or agreements) by American National Bank and Trust Company of Chicago are undertaken by it solely as Trustee under said Trust Agreement and not individually, and no personal liability shall be enforceable against American National Bank and Trust Company of Chicago by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee aforesaid

CHICAGO TITLE AND TRUST COMPANY as Trustee aforesaid

FEB 22 1991

By: [Signature]
Name: _____
Title: _____

By: [Signature]
Name: _____
Title: _____

ATTEST: [Signature]

ATTEST: [Signature]

DEPT-01 RECORDING \$27.00
T#1111 TRAP 8899 02/28/91 11:27:00
\$3494 + A - 91-092145
COOK COUNTY RECORDER

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Bruce M. Chanon
Goldberg, Korn
55 E Monroie St 3900
Chicago IL 60603

26 Mail

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EXHIBIT A

Parcel 1:

Lot 1 and the East 1/2 of Lot 2 in Block 17 of the original town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

A strip of land lying South of and adjoining Lot 1 and the East 1/2 of Lot 2 in Block 17 of the original town of Chicago bounded on the North by the South Line of said lots and on the South by the North Line of Public Alley as narrowed by ordinance of the Common Council of the City of Chicago passed September 17, 1852, all in Cook County, Illinois.

55 W. Wacker
Chicago, IL

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EXHIBIT B

TRACT 1:
LOT 3 (EXCEPT THE EAST 10.00 FEET THEREOF) TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 3, IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

LOTS 1 TO 9, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 4 TOGETHER WITH THE NORTH 1.50 FEET OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID SUBDIVISION OF LOT 4, IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 2:
THAT PART OF THE WEST 1/2 OF NORTH GARVEY COURT (SAID NORTH GARVEY COURT BEING THE WEST 1/2 OF LOT 3, AND THE EAST 20.00 FEET OF LOT 3, TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE AFORESAID PARTS OF LOTS 2 AND 3, THE SOUTH LINE OF SAID 1.00 FOOT STRIP BEING THE NORTH LINE OF WEST MADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1892) LYING ABOVE AN INCLINED PLANE HAVING AN ELEVATION OF +27.26 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF BLOCK 17, AND HAVING AN ELEVATION OF +21.23 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF WEST MADDOCK PLACE, ALL IN BLOCK 17, IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 3:
EASEMENT CREATED BY GRANT OF EASEMENT RECORDED AS DOCUMENT NO. 10164870 FOR INGRESS, EGRESS, CONSTRUCTION, USE AND MAINTENANCE OF A PLAZA WALKWAY OVER AND ACROSS; THAT PART OF THE EAST 1/2 OF NORTH GARVEY COURT (SAID NORTH GARVEY COURT BEING THE WEST 1/2 OF LOT 2, AND THE EAST 10.00 FEET OF LOT 3, TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE AFORESAID PARTS OF LOTS 2 AND 3, THE SOUTH LINE OF SAID 1.00 FOOT STRIP BEING THE NORTH LINE OF WEST MADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1892) LYING ABOVE AN INCLINED PLANE HAVING AN ELEVATION OF +27.26 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF SAID BLOCK 17, AND HAVING AN ELEVATION OF +21.23 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF WEST MADDOCK PLACE AND LYING BELOW AN INCLINED PLANE HAVING AN ELEVATION OF +27.26 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF SAID BLOCK 17, AND HAVING AN ELEVATION OF +21.23 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF WEST MADDOCK PLACE, ALL IN BLOCK 17, IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 4:
THAT PART OF WEST MADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1892, TOGETHER WITH THE SOUTH 1.50 FEET OF THE ORIGINAL 18.00 FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 1 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, THE SOUTH 1.50 FOOT OF SAID ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE NORTH LINE OF LOT 2 IN SAID BLOCK 17, ALL TAKEN AS ONE TRACT, LYING WEST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 10.00 FEET OF LOT 3 IN SAID BLOCK 17, AND LYING EAST OF THE WEST LINE OF BLOCK 17, AND ITS EXTENSIONS, IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 5:
EASEMENT CREATED BY GRANT OF EASEMENT RECORDED AS DOCUMENT NO. 10164870 FOR INGRESS, EGRESS, USE, CONSTRUCTION AND MAINTENANCE OF A PLAZA WALKWAY OVER AND ACROSS; THAT PART OF WEST MADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1892, TOGETHER WITH THE SOUTH 1.50 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF THE WEST 1/2 OF LOT 1 AND THE NORTH LINE OF THE EAST 10.00 FEET OF LOT 2, ALL TAKEN AS ONE TRACT LYING EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 10.00 FEET OF LOT 3, IN BLOCK 17, IN THE ORIGINAL TOWN OF CHICAGO, LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1/2 OF LOT 1 IN SAID BLOCK 17, LYING ABOVE AN INCLINED PLANE, HAVING AN ELEVATION OF +21.23 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST MADDOCK PLACE AFORESAID, AND HAVING AN ELEVATION OF +27.26 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE SOUTH LINE OF WEST MADDOCK PLACE AFORESAID, AND LYING BELOW AN INCLINED PLANE, HAVING AN ELEVATION OF +21.23 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST MADDOCK PLACE AFORESAID, AND HAVING AN ELEVATION OF +27.26 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE SOUTH LINE OF WEST MADDOCK PLACE AFORESAID, ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 6:
EASEMENT FOR SUPPORT AS CREATED BY GRANT OF EASEMENT RECORDED AS DOCUMENT NO. 10164870 ONTO THAT PART OF GARVEY COURT DEPICTED IN EXHIBIT "B" OF THE GRANT OF EASEMENT.

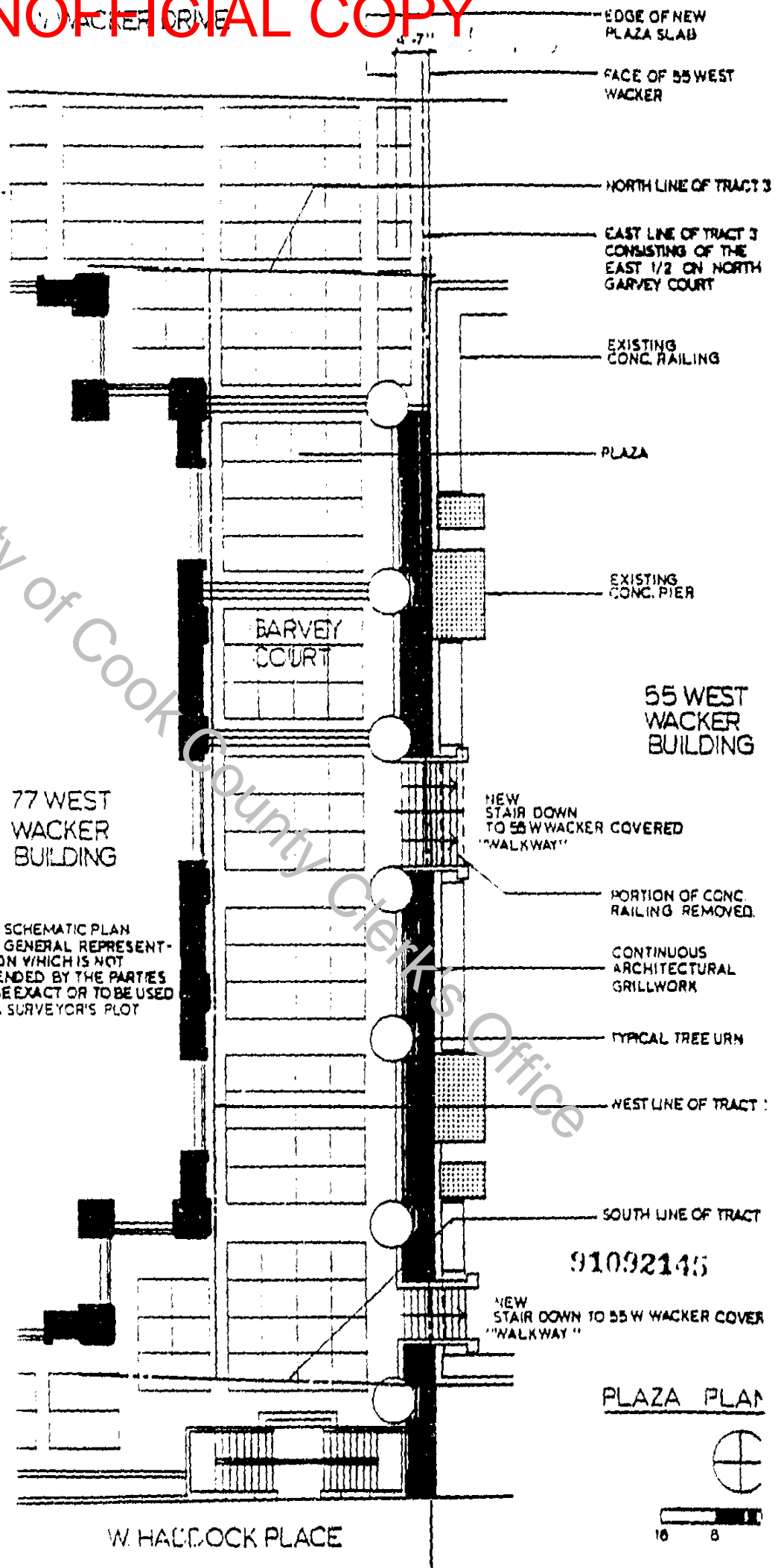
KNOWN AS: 77 W WACKER DR., CHICAGO, ILL.
SURVEY FOR: 77 WEST WACKER LIMITED PARTNERSHIP

17-09-421-010

Property of Cook County

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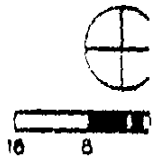
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THIS SCHEMATIC PLAN IS A GENERAL REPRESENTATION WHICH IS NOT INTENDED BY THE PARTIES TO BE EXACT OR TO BE USED AS A SURVEYOR'S PLOT

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PLAZA PLAN

W. HALLOCK PLACE



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The following has been changed to reflect the modifications to the drawings affecting 55 West Wacker...

A1.1.2	Garvey Court Plaza Details	▲ 6	9/12/90
A1.1.3	Garvey Court & Haddock Place Details	▲ 6	9/5/90
A1.3	Lower Level 1 Plan	▲ 11	9/12/90
A3.2	Garvey Court Sections	▲ 8	9/12/90
S1.2	Calson Plan	▲ 5	4/17/90

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