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AMENDMENT TO

LANDSCAPE EASEMENT AGREEMENT

94680049

This Amendment to the Landscape Easement Agreement (the "Amendment") is made and entered into this 14th day of June, 1994, by and between St. Lucas Association, an Illinois corporation (the "Grantor") and LaSalle National Trust N.A., not personally but solely as Trustee under a Trust Agreement dated January 15, 1992 and known as Trust Number 116878 (the "Grantee;" Grantor and Grantee are hereinafter collectively sometimes referred to as the "Parties").

WITNESSETH:

WHEREAS, Grantor owns fee simple title to that certain parcel of real property (the "Grantor's Parcel"), which Grantor's Parcel is (i) located within the City of Chicago, and (ii) legally described on Exhibit "A" attached to this Amendment and by this reference made a part of this Amendment; and

WHEREAS, Grantee owns fee simple title to that certain parcel of real property ("Grantee's Parcel"), which Grantee's Parcel is (i) located within the City of Chicago, and (ii) legally described on Exhibit "B" attached to this Amendment and by this reference made a part of this Amendment; and

WHEREAS, pursuant to the terms and provisions of a certain Landscape Easement Agreement dated January 23, 1992 and recorded in the Cook County Recorder's Office on February 15, 1992 as Document No. 92075915 (the "Agreement"), the Grantor granted to the Grantee an easement over the Easement Area (as that term is defined in the Agreement) to install, maintain and replace various landscaping; and

WHEREAS, Grantee has installed the Landscaping (as that term is defined in the Agreement); and

WHEREAS, Grantee now desires to modify, and ultimately to be relieved of, Grantee's obligation to maintain and replace the Landscaping, and Grantor wishes to consent to such modification and relief, and to assume certain obligations to maintain the Landscaping, as more fully described in this Amendment.

NOW, THEREFORE, in consideration of the terms and conditions of this Amendment and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

JAD/64357/061594/9:22am/JAD/16052



Bruce A. Boruszak, Esq.
Shetsky & Froelich LTD
444 N. Michigan Ave.
Suite 2300
Chicago, IL 60611

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1. **Payment From Grantee to Grantor.** Concurrently with the execution of this Amendment, Grantee has paid \$1,500.00 to Grantor. Grantor hereby acknowledges the receipt of said payment.

2. **Modification and Assumption of Grantee's Duty to Maintain.** Grantor hereby assumes the entire duty, at Grantor's sole cost and expense, of ordinary maintenance of the Landscaping, including, without limitation, all mowing of grass, trimming of shrubs, bushes and trees, watering and fertilizing. Except as otherwise specifically provided in Paragraph 3 below, from and after the date of this Amendment, Grantee shall have no further duty or obligation to maintain any or all of the Landscaping.

3. **Termination of Grantee's Duty to Replace.** Grantee shall, for a period of five (5) years from and after the date of this Amendment, replace, at Grantee's sole cost and expense, any dead trees, shrubs and bushes located within the Easement Area, regardless of the cause of death of such items. From and after the first day of the sixth (6th) year after the date of this Amendment, Grantee's duty to replace any such items shall terminate and from and after such date, Grantee shall be hereby relieved of any and all duty or obligation, arising by virtue of the Agreement or this Amendment or otherwise, to replace any or all of the Landscaping.

4. **Survival of Agreement.** In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control in all events. Grantor and Grantee agree that, except as expressly modified and amended by this Amendment, the Agreement remains in full force and effect.

5. **Miscellaneous.**

(a) **Successors and Assigns.** For all purposes under this Amendment, the terms "Grantor" and "Grantee" shall automatically include each of their respective heirs, administrators, representatives, successors and assigns, and the terms of this Amendment shall forever bind, and inure to the benefit of, as the case may be, all present and future owners of the Grantor's Parcel and the Grantee's Parcel.

(b) **Amendments.** This Amendment shall in turn be amended in whole or in part only by, or with, the written agreement of Grantor and Grantee, or their respective heirs, administrators, representatives, successors and assigns, whichever the case may be, at the time of the execution of the subject amendment.

(c) **Persons Subject to this Amendment.** All present and future owners of any or all of the Grantor's Parcel, the Grantee's Parcel or the Easement Area, and their respective heirs, administrators, representatives, successors and assigns, shall be subject to, and shall comply with, all of the terms and provisions of this Amendment.

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(d) Governing Law. This Amendment shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Illinois.

(e) Construction of Agreement. This Amendment shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for either Grantor or Grantee, it being recognized that both Grantor and Grantee have contributed substantially and materially to the preparation of this Amendment. Grantor and Grantee acknowledge the consideration given for the agreements contained within this Amendment, and Grantor and Grantee hereby waive any claim contesting the existence and adequacy of the consideration given by the other in entering into this Amendment.

6. Trustee's Exculpation. This instrument is executed by LaSalle National Trust, N.A., not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in its as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle National Trust, N.A., are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSalle National Trust, N.A. by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Amendment to be executed as of the date first above written.

GRANTOR:

ST. LUCAS ASSOCIATION, an Illinois corporation

By: Richard P. Schmecker
Its: President

Attest: Willard W. Kinnick
Its: Secretary


[SIGNATURES CONTINUED ON FOLLOWING PAGE]

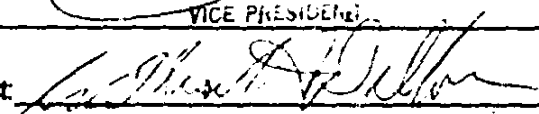
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GRANTEE:

LASALLE NATIONAL TRUST N.A., not personally but solely as Trustee under Trust Agreement dated January 15, 1992 and known as Trust No. 116878

By: 
Is: VICE PRESIDENT

Attest: 
Is: ASSISTANT SECRETARY

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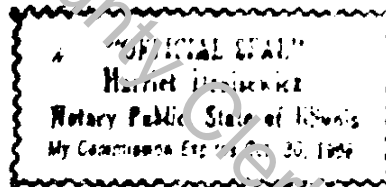
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, HARRIET DUNSTON WICK, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Corinne Bak and Assistant Secretary personally known to me to be the VICE President and Assistant Secretary of LaSalle National Trust, N.A., not personally, but solely as Trustee under Trust Agreement dated January 15, 1992 and known as Trust No. 116878, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as such VICE PRESIDENT and ASSISTANT SECRETARY on behalf of said Trustee, as their free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal this 1 day of ^{August} ~~June~~, 1994.

Harrist Dunston Wick
Notary Public

My Commission Expires: _____



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

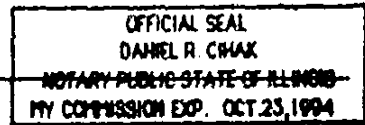
I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Richard P. Schmucker and Willard W. Monnich, personally known to me to be the _____ President and Secretary Secretary, respectively, of St. Lucas Association, an Illinois corporation (the "Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered said instrument and cause the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the Corporation, as their free and voluntary act, and as the free and voluntary act and deed of the Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 14th day of June, 1994.

Daniel R. Chak

Notary Public

My Commission Expires:



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EXHIBIT A

THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ (EXCEPT ONE ACRE ADJOINING THE EAST LINE OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$, THE NORTH LINE OF WHICH IS 758 FEET SOUTH OF THE NORTH LINE OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$) AND THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ (EXCEPT 10 ACRES IN THE SW CORNER THEREOF) AND EXCEPT THAT PART OF THE NE $\frac{1}{4}$ (EXCEPT THE WEST 40 RODS OF THE SOUTH 40 RODS THEREOF) WHICH LIES SOUTH OF THE CENTER OF THE CENTER OF THE NORTH BRANCH OF THE CHICAGO RIVER, ALL IN SECTION 10, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND EXCEPT THAT PART DEDICATED FOR N. PULASKI ROAD AND THAT PART DEDICATED FOR W. FOSTER AVE, ALL IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTH 580.00 FEET OF THE EAST 663.00 FEET OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 50.00 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) OF THE AFORESAID NORTHEAST $\frac{1}{4}$ OF SECTION 10, WITH THE WEST LINE OF THE EAST 33.00 FEET (AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) OF THE AFORESAID NORTHEAST $\frac{1}{4}$ OF SECTION 10; THENCE NORTH 0 DEGREES 00 MINUTES 26 SECONDS EAST ALONG THE LAST DESCRIBED WEST LINE 330.01 FEET TO THE AFORESAID NORTH LINE OF THE SOUTH 580.00 FEET OF SAID SECTION 10; THENCE NORTH 89 DEGREES 35 MINUTES 36 SECONDS WEST ALONG SAID NORTH LINE 485.02 FEET TO A POINT DISTANT 145.00 FEET EAST OF THE AFORESAID WEST LINE OF THE EAST 663.00 FEET OF SAID SECTION 10; THENCE SOUTH 46 DEGREES 13 MINUTES 09 SECONDS WEST 200.85 FEET TO A POINT ON THE WEST LINE OF THE AFORESAID EAST 663.00 FEET OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 10 AND DISTANT 140.00 FEET SOUTH OF THE AFORESAID NORTH LINE OF THE SOUTH 580.00 FEET OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 00 MINUTES 26 SECONDS WEST ALONG THE WEST LINE OF THE EAST 663.00 FEET OF SAID SECTION 10 FOR A DISTANCE OF 320.22 FEET TO A POINT ON A CIRCLE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET AND A CENTER WHICH IS 120.00 FEET NORTH (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) OF THE SOUTH LINE OF THE AFORESAID NORTHEAST $\frac{1}{4}$ OF SAID SECTION 10; THENCE SOUTHEASTERLY ALONG SAID CIRCLE 46.92 FEET, THE CHORD OF WHICH BEARS SOUTH 44 DEGREES 47 MINUTES 35 SECONDS EAST FOR 42.28 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 50.00 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) OF THE AFORESAID

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NORTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 35 MINUTES 36 SECONDS EAST ALONG THE SAID NORTH LINE OF THE SOUTH 90.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 105.49 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF THE AFORESAID SOUTH 90.00 FEET OF SAID SECTION 10 AND THROUGH A POINT DISTANT 135.00 FEET EAST OF THE WEST LINE OF THE AFORESAID EAST 663.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 24 MINUTES 24 SECONDS WEST ALONG SAID PERPENDICULAR LINE 40.00 FEET TO THE NORTH LINE OF THE AFORESAID SOUTH 90.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 35 MINUTES 36 SECONDS EAST ALONG SAID NORTH LINE 495.02 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 13-10-200-004
13-10-200-005
5300 N. Pulaski

DEPT-01 RECORDING \$37.50
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47738 PLF *-74-680049
COOK COUNTY RECORDER

6800399

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EXHIBIT 1

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THAT PART OF THE SOUTH 90.00 FEET OF THE EAST 663.00 FEET OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 50.00 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) OF THE AFORESAID NORTHEAST 1/4 OF SECTION 10, WITH THE WEST LINE OF THE EAST 33.00 FEET (AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) OF THE AFORESAID NORTHEAST 1/4 OF SECTION 10; THENCE NORTH 0 DEGREES 00 MINUTES 26 SECONDS EAST ALONG THE LAST DESCRIBED WEST LINE 930.01 FEET TO THE AFORESAID NORTH LINE OF THE SOUTH 90.00 FEET OF SAID SECTION 10; THENCE NORTH 89 DEGREES 35 MINUTES 36 SECONDS WEST ALONG SAID NORTH LINE 485.02 FEET TO A POINT DISTANT 145.00 FEET EAST OF THE AFORESAID WEST LINE OF THE EAST 663.00 FEET OF SAID SECTION 10; THENCE SOUTH 46 DEGREES 17 MINUTES 09 SECONDS WEST 200.85 FEET TO A POINT ON THE WEST LINE OF THE AFORESAID EAST 663.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 10 AND DISTANT 140.00 FEET SOUTH OF THE AFORESAID NORTH LINE OF THE SOUTH 90.00 FEET OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 00 MINUTES 26 SECONDS WEST ALONG THE WEST LINE OF THE EAST 663.00 FEET OF SAID SECTION 10 FOR A DISTANCE OF 320.22 FEET TO A POINT ON A CIRCLE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET AND A CENTER WHICH IS 120.00 FEET NORTH (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) OF THE SOUTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTHEASTERLY ALONG SAID CIRCLE 46.92 FEET, THE CHORD OF WHICH BEARS SOUTH 44 DEGREES 47 MINUTES 39 SECONDS EAST FOR 42.28 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 90.00 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) OF THE AFORESAID NORTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 35 MINUTES 36 SECONDS EAST ALONG THE SAID NORTH LINE OF THE SOUTH 90.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 105.49 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF THE AFORESAID SOUTH 50.00 FEET OF SAID SECTION 10 AND THROUGH A POINT DISTANT 135.00 FEET EAST OF THE WEST LINE OF THE AFORESAID EAST 663.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 24 MINUTES 24 SECONDS WEST ALONG SAID PERPENDICULAR LINE 40.00 FEET TO THE NORTH LINE OF THE AFORESAID SOUTH 50.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 35 MINUTES 36 SECONDS EAST ALONG SAID NORTH LINE 495.02 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 13-10-200-010
5240 N. Pulaski

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