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. 150003 FROM 6151 03/27/97 15:24:00
. 48490 \$ DN *--97--2 15814
. COOK COUNTY RECORDER

AMENDMENT TO ENCROACHMENT EASEMENT AGREEMENT

Property addresses:

1100 Central Avenue, Wilmette, Illinois
and
1116 Central Avenue, Wilmette, Illinois

PIN Numbers:

05-34-106-010
05-34-106-011
05-34-106-012
05-34-106-013

This document prepared by
and after recording should
be sent to:

Alexandra R. Cole
Alzheimer & Gray
10 S. Wacker, Suite 4000
Chicago, Illinois 60605
Tel: (312) 715-4833

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AMENDMENT TO ENCROACHMENT EASEMENT AGREEMENT

THIS AMENDMENT TO ENCROACHMENT EASEMENT AGREEMENT ("Encroachment Easement Amendment"), dated this 25th day of March, 1997, is made by and between the American National Bank and Trust Company of Chicago, not individually, but as Trustee under a Trust Agreement, dated December 6, 1996, known as Trust No. 121816-08 ("Grantor"), and Gus Demas Building Corporation, an Illinois corporation ("Grantee").

RECITALS

A. Grantor is the owner of a certain parcel of land in the county of Cook and State of Illinois, legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. Grantee is the owner of a certain parcel of land in the county of Cook and State of Illinois, legally described in Exhibit "B" attached hereto and incorporated herein by reference.

C. Grantor and Grantee entered into that certain Encroachment Easement Agreement, dated January 9, 1997, and recorded January 10, 1997 with the office of the Cook County Recorder as Document No. 97024475, creating an easement with respect to the above referenced parcels of land, all as set forth in said Encroachment Easement Agreement.

D. Said Encroachment Easement Agreement made reference to a certain Exhibit "C" which was to be attached thereto and incorporated therein, but such Exhibit "C" was inadvertently omitted from the recorded document.

E. Grantor and Grantee wish to amend the Encroachment Easement Agreement for the sole purpose of incorporating said Exhibit "C".

AGREEMENT

NOW, THEREFORE, for Ten Dollars (\$10) in hand paid by Grantee to Grantor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Incorporation of Exhibit "C". Exhibit "C" attached hereto is hereby incorporated into the Encroachment Easement Agreement as Exhibit "C" thereto.

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2. No Modification. Except for the incorporation of Exhibit "C", the Encroachment Easement Agreement remains unmodified in all respects, binding upon the parties, and in full force and effect.

3. Counterparts. This Encroachment Easement Amendment may be executed in counterparts each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Encroachment Easement Amendment the day and year written above.

GRANTOR:

American National Bank and Trust Company
of Chicago, not individually, but as
Trustee under a Trust Agreement, dated
December 6, 1996, known as
Trust No. 121816-08

ATTEST:

Attestation not required by Illinois National
Bank and Trust Company of Chicago Charter.

By: 

Its: _____

ANITA LUTKUS
TRUST OFFICER

GRANTEE:

Gus Demas Building Corporation,
an Illinois corporation

ATTEST:

By: 

Its: _____

VICE PRESIDENT

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 26 day of MAR 1997, 1997, by ANITA LUTKUS, an TRUST OFFICER of American National Bank and Trust Company of Chicago, not individually, but as Trustee under a Trust Agreement, dated December 6, 1996, known as Trust No. 121816-08.

L. M. Sovienki

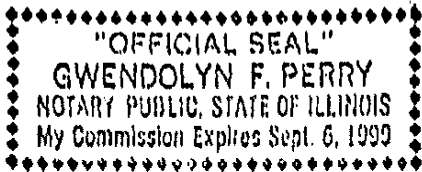
Notary Public

My commission expires: _____



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of _____, 1997, by Peter G. Demas, Vice President of Gus Demas Building Corporation, an Illinois corporation, on behalf of said corporation.



Gwendolyn F. Perry
Notary Public

My commission expires: 9/6/1999

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EXHIBIT "A"

Legal Description

Parcel 1:

All of that land, property and space contained within, above and below Lot 2 in Optima Center Wilmette Resubdivision in Township 42 North, Range 13 East of the Third Principal Meridian

Except for the following two (2) parcels:

(1) That property and space which is contained within and between that certain horizontal plane located 611.57 feet above United States Geological Survey Datum and that certain other horizontal plane located 622.90 feet above United States Geological Survey Datum and which lies within the boundaries projected vertically of the following described plat of land: Beginning 2.37 feet North and 14.42 feet West of the Southeast corner of said Lot 2; thence West and parallel with the South line of said Lot 2, a distance of 118.23 feet to a point; thence North at a right angle to the last described course, a distance of 84.00 feet to a point; thence East at a right angle to the last described course a distance of 33.75 feet to a point; thence North at a right angle to the last described course, a distance of 84.83 feet to a point; thence West at a right angle to the last described course, a distance of 1.25 feet to a point; thence North at a right angle to the last described course, a distance of 18.42 feet to a point; thence East at a right angle to the last described course, a distance of 60.31 feet to a point which is 10.36 feet South of the North line of said Lot 2; thence South at right angle to the last described course, a distance of 5.87 feet to a point; thence Southeasterly forming an angle of 135 degrees with the last described course a distance of 5.65 feet to a point; thence South forming an angle of 135 degrees with the last described course, a distance of 34.03 feet to a point; thence West at right angle to the last described course, a distance of 20.48 feet to a point; thence North at right angle to the last described course, a distance of 10.53 feet to a point; thence West at right angle to the last described course, a distance of 8.83 feet to a point; thence South at right angle to the last described course, a distance of 36.29 feet to a point; thence East at right angle to the last described course, a distance of 3.83 feet to a point; thence North at right angle to the last described course, a distance of 0.06 feet to a point; thence East at right angle to the last described course, a distance of 44.15 feet to a point; thence South at right angle to the last described course, a distance of 16.65 feet to a point; thence West at right angle to the last described course, a distance of 2.25 feet; thence South at right angle to the last described course, a distance of 101.00 feet to the point of beginning.

(2) That property and space which is contained within and between that certain horizontal plane located 611.57 feet above United States Geological Survey Datum and that certain other horizontal plane located 622.90 feet above United States Geological Survey Datum and which lies within the boundaries projected vertically of the following described plat of land: Beginning 2.37 feet North and 13.09 feet East of the Southwest corner of said Lot 2; thence East parallel with the South line of said Lot 2, a distance of 54.83 feet to a point; thence

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North at right angle to the last described course, a distance of 32.00 feet to a point; thence West at right angle to the last described course, a distance of 54.83 feet to a point; thence South at right angle to the last described course, a distance of 32.00 feet to the point of beginning, all in Cook County, Illinois.

Parcel 2:

Non-exclusive easements for the benefit of Parcel 1 created in the Agreement and Declaration of Easements, Reservations, Covenants and Restrictions made as of January 9, 1997 by and among Gus Demas Building Corporation and American National Bank and Trust Company of Chicago, as Trustee under a trust agreement dated December 6, 1996, and known as Trust Number 121816-08, recorded January 10, 1997 as Document 97024474, for the purposes of vertical support from pillars, beams, members, joists, walls, horizontal slabs, ceilings, floors, and other supports of whatever nature now or hereafter constructed or existing in the Retail Parcel (as defined therein); for connection of utility equipment appurtenant to the land located in the Retail Parcel and the right of access thereto.

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EXHIBIT "B"

Legal Description

Lot 1 In Optima Center Wilmette Resubdivision in Township 42 North, Range 13, East of the Third Principal Meridian.

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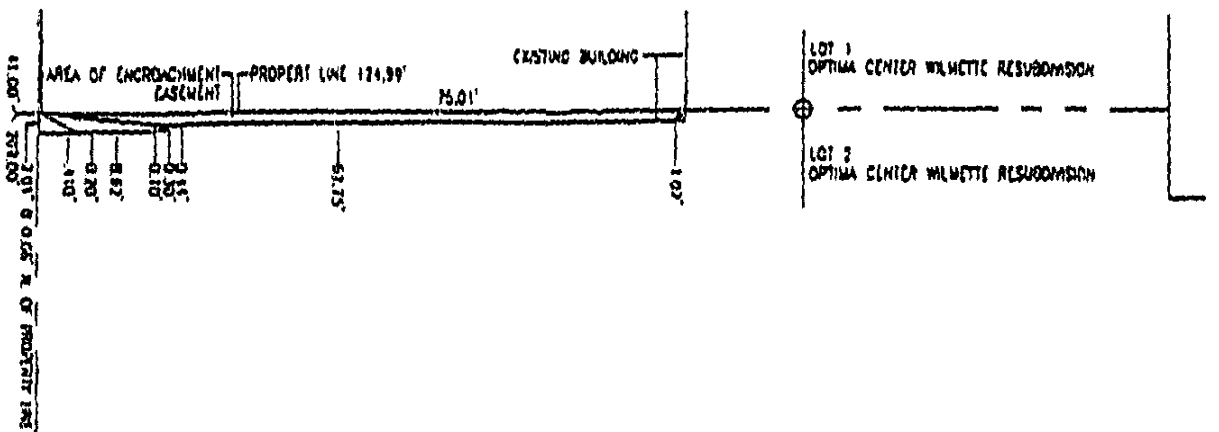
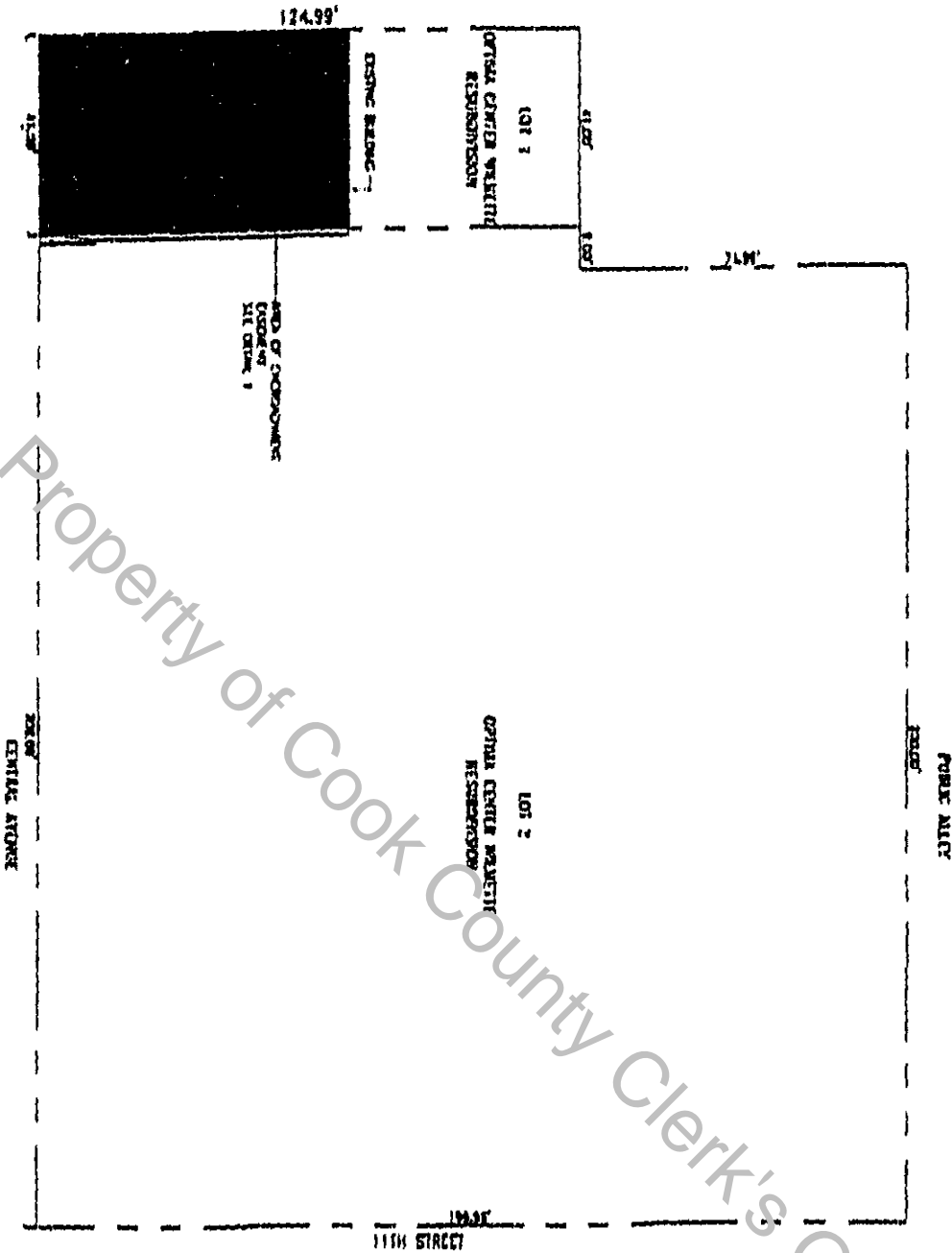
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EXHIBIT "C"

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LOCATION PLAN

PH N.T.S.

DETAIL 1 PH N.T.S.

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