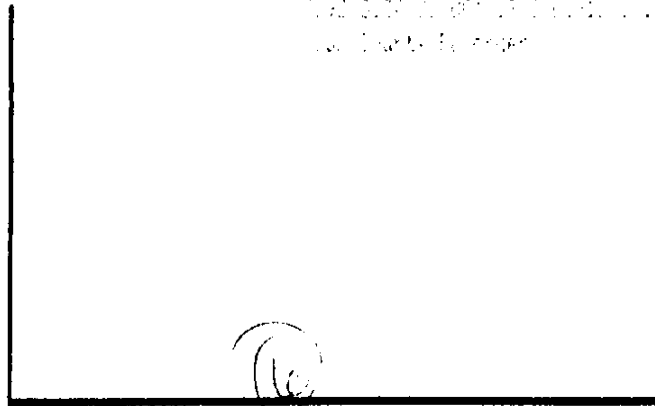


This Document Prepared  
by and mail to:  
Anthony R. DiBenedetto, Esq.  
505 N. Lake Shore Drive  
Suite 214  
Chicago, Illinois 60611



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**MEMORANDUM OF RESTATED LEASE**

THIS INSTRUMENT, dated this 2nd day of January 1998, by and between River City Fee L.L.C., an Illinois limited liability company (hereafter called "Lessor") and Parkway Bank and Trust Company, an Illinois banking corporation, as Trustee for Trust No.11855 under a certain Trust Agreement dated December 15, 1997 ("Lessee").

**WITNESSETH:**

By a certain Restated Lease dated January 2, 1998 (hereinafter called the "Restated Lease"), signed in one or more counterparts, by and between Lessor and Lessee, of which this instrument is intended to be a memorandum for purposes of recordation only, and which this instrument does not modify, amend, supersede or otherwise affect in any way, Lessor has leased, let and demised to Lessee, and Lessee has taken and accepted, the following real estate in the City of Chicago, County of Cook and State of Illinois described on Exhibit A attached hereto and made a party hereof, together with the building and improvements now or hereafter erected thereon.

TO HAVE AND TO HOLD the same (subject to the encumbrances, rights and interests as set forth in the Restated Lease, including the easements and covenants set forth on Exhibit B attached hereto and made a part hereof) unto the Lessee, and its therein permitted successors and assigns, for a term commencing at 12:01 A.M. on January 5, 1998 and expiring at 11:59 P.M. on December 31, 2096, unless the Restated Lease shall sooner terminate as therein provided, upon the rental and subject and pursuant to the covenants, agreements, terms, provisions, conditions, and limitations of the Restated Lease, all of which are incorporated herein by reference thereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Restated Lease as of the day and year first above written.

River City Fee L.L.C., an Illinois Limited Liability Company

By: American Invsco Development Corporation,  
an Illinois Corporation

Its: Manager

By: [Signature]

Its: President



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Parkway Bank and Trust Company not personally, but as Trustee under a Trust Assigned dated December 15, 1997 and known as Trust No. 11855.

By: *Guery R. [Signature]*  
Vice President Trust Officer  
Its: \_\_\_\_\_

This Instrument Prepared by and after Recording Return To:

Anthony R. DiBenedetto, Esq.  
505 N. Lake Shore Drive  
Suite 214  
Chicago, Illinois 60611

This Assignment Instrument by Parkway Bank & Trust Co. of  
Illinois, Trust No. 11855  
is hereby recorded in Cook County, Illinois  
this \_\_\_\_\_ day of \_\_\_\_\_, 1998.  
The undersigned, \_\_\_\_\_  
of the County of \_\_\_\_\_, State of Illinois,  
being duly sworn, depose and say that the  
above instrument is a true and correct copy of the  
original instrument as the same appears in the  
records of the undersigned.

THE CLERK OF COOK COUNTY BANK & TRUST  
COUNTY CLERK  
COOK COUNTY, ILLINOIS  
THIS HERIN  
RECORDED

## EXHIBIT A

Legal Description

Lying above, a horizontal plane of elevation -6.00 feet and that part lying below a horizontal plane of elevation -52.50 feet Chicago City Datum, of Blocks 35 and 36 in the School Section Addition to Chicago, being a Subdivision of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian and of the Filled Old Channel of the South Branch of the Chicago River, all taken as a tract, described as follows:

Commencing at the intersection of the East line of Block 36 aforesaid with the South line of West Polk Street; thence North 89 degrees 53 minutes 33 seconds West along the South line of West Polk Street 10.00 feet to a point on the West line of South Wells Street (said West line being drawn 10.00 feet West of and parallel with the aforementioned East line of Block 36), said point being the point of beginning of the tract hereinafter described; thence South 0 degrees 03 minutes 37 seconds East along the West line of South Wells Street aforesaid, 388.00 feet; thence South 89 degrees 56 minutes 25 seconds West, perpendicularly to the last described course, 201.31 feet to the Easterly line of a 20 foot Permanent Access Easement per Circuit Court of Cook County Case No. 76 1 11684 entered July 1, 1977; thence South 5 degrees 26 minutes 15 seconds East along the Easterly line of the Permanent Access Easement aforesaid, 101.46 feet; thence South 84 degrees 33 minutes 45 seconds West, perpendicularly to the last described course, 130.60 feet; thence South 20 degrees 16 minutes 42 seconds West, 21.67 feet to the East line of the South Branch of the Chicago River as established by Ordinance passed July 8, 1926; thence North 5 degrees 26 minutes 15 seconds West along the East line of the South Branch of the Chicago River aforesaid, 27.27 feet to its point of intersection with the Southwest face of the dock as it existed prior to July 8, 1926; thence North 17 degrees 31 minutes 24 seconds West along the East line of the South Branch of the Chicago River aforesaid, 39.09 feet; thence North 4 degrees 27 minutes 27 seconds West along the East line of the South Branch of the Chicago River aforesaid, 459.60 feet to a point on the heretofore mentioned South line of West Polk Street; thence South 89 degrees 53 minutes 33 seconds East along the South line of West Polk Street aforesaid, 378.88 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

**EXHIBIT B**

**I. INGRESS AND EGRESS EASEMENTS AND PARKING RIGHTS.**

a. Lessor hereby grants to Lessee as lessee of the Commercial Property, for their use and enjoyment of the offices, directors, employees, agents, contractors, service providers, visitors, invitees, guests, licensees, lessees, subtenants, and concessionaires ("Permittees"), a non-exclusive easement on, over, through and across the Residential Property for the purpose of vehicular and pedestrian ingress and egress to and from the Commercial Property, including the marina, a non-exclusive right to use the Outdoor Parking Lot located on the Residential Property for parking (but subject to any restrictions hereinafter set forth) for the uses consistent with the intended purposes of the Commercial Property for the term of this Restated Lease.

b. Lessee hereby grants to Lessor for its use and enjoyment and for the use and enjoyment of Lessor's Permittees, a non-exclusive easement on, over, through and across the Commercial Property including the marina for the purpose of vehicular and pedestrian ingress and egress to and from the Residential Property and a non-exclusive right to use the indoor parking spaces in the Commercial Property for parking (but subject to any restrictions hereinafter set forth) for the uses consistent with the intended purposes of the Residential Property.

c. Lessor and Lessee, each agree that at all times they shall maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed the portion of the Fee Property located on its property so as to keep the same in a clean, sightly, safe and first-class condition consistent with its original appearance and condition. Each of the Lessor's and Lessee's maintenance responsibilities under this Section 5.c with respect to the property of each party shall include, but not be limited to (a) the maintenance of any visible exterior surfaces of the Residential Property or Commercial Property, (b) the prompt removal of all snow, ice, paper, debris and refuse from all portions of land located on the property of each party, and (c) the mowing, watering, fertilizing, weeding, replanting and replacing of all landscaping located on the property of each party.

d. Lessor hereby grants to Lessee for its use and enjoyment and the use and enjoyment of its Permittees, a non-exclusive easement on, over, through and across the outdoor parking lot and any road or driveway ("Access Road") on the Residential Property for the purposes of pedestrian and vehicular ingress and egress to and from the Commercial Property, and to use the outdoor parking lot for parking for the term of this Restated Lease.

e. Lessee hereby grants to Lessor for its use and enjoyment and the use and enjoyment of its Permittees, a non-exclusive easement on, over, through and across its indoor parking garage and any Access Road on the Commercial Property for the purposes of pedestrian and vehicular ingress and egress to and from the Residential Property, and to use the indoor parking spaces for parking for the term of this Restated Lease.

f. Lessor and Lessee each agrees that at all times it shall repair, replace and renew or cause to be maintained, repaired, replaced or renewed the portion of the parking area and Access Road located on its property, so as to keep the same in a clean, sightly, safe and first-class condition consistent with its original appearance and condition, including, but not limited

to, the prompt removal of all snow, ice, paper, and debris from the portion of the parking area and Access Road located on its property.

2. **ADDITIONAL EASEMENTS AND COVENANTS.**

a. Lessor hereby grants or agrees to grant to Lessee the following (to be created), collectively the "Easements and Covenants"): (i) such easements as are required or as may be desirable for the structural support of the Building; (ii) any easements as may be required to maintain encroachments of the Residential Property onto the Commercial Property, or may be required to maintain encroachments of the Commercial Property onto the Residential Property; (iii) such easements as are required for the ingress, egress and access to and use of those portions of each property which are intended for the common use and enjoyment of all owners and Permittees ("Common Areas"); (iv) covenants, respecting the operation and use of the Residential Property and Commercial Property; (v) undertakings with respect to the sharing of costs of operation, use, maintenance, repair and replacement of the Residential Property and Commercial Property. Lessor shall own the Residential Property and Lessee shall own the lessee's interest in the Commercial Property under the ground lease subject to the rights, benefits, covenants, obligations and easements created hereunder.

b. The parties agree that until the Easements and Covenants are validly established, they do hereby grant to each other all temporary access, support and airspace easements and rights as may be reasonably necessary for the operation of the Residential Property and Commercial Property.

c. Each party (hereinafter, in this Section 6.c, the "Indemnifying Party") covenants and agrees, at its sole cost and expense, to defend, indemnify and hold harmless the other Party (hereinafter, in this Section 6.c, the "Indemnitee") from and against any and all claims against the Indemnitee for losses, liabilities, damages, judgments, costs and expenses and any actions or proceedings arising therefrom, by or on behalf of any person, other than the Indemnitee, arising from the Indemnifying Party's use, possession or management of the Indemnifying Party's property or activities therein or arising out of the Indemnifying Party's or any Indemnifying Party's Permittee's use, exercise or enjoyment of an Easement and Covenant, and from and against all costs, attorneys' fees, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom.

d. From time to time after the date hereof, each party shall furnish, execute and acknowledge, without charge, such grants of easements to and agreements with utility companies as the other party hereto may reasonably request in order to enable such utility company to furnish utility services as required by such party.

3. **TEMPORARY INTERFERENCE WITH USE OF EASEMENT.** Either the Lessor or the Lessee, in connection with the use and operation of its property and upon reasonable advance notice to the other party, may temporarily obstruct, block, close off or impede the flow of pedestrian or vehicular ingress, egress or use over, across and through any of the easements created herein, but shall use reasonable efforts to minimize the effect on the other party, its Permittees, and shall provide alternate means of ingress, egress or use if reasonably required by the other party. Each party, from time to time, may impose reasonable limitations on any other party or any Permittee's use of such easement, including, without limitation,

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establishing paths of ingress and egress and hours of the day or days of the week during which any other Party or its Permittee may use such easement.

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Property of Cook County Clerk's Office