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PARKING RELOCATION AGREEMENT

THIS AGREEMENT is entered into this 29th day of December, 1986 by and between CHICAGO TITLE AND TRUST COMPANY, not personally, but solely as Trustee under a Trust Agreement dated December 19, 1978 and known as Trust Number 1073465 "Owner #1"), and CHICAGO TITLE AND TRUST COMPANY, not personally, but solely as Trustee under a Trust Agreement dated December 19, 1978 and known as Trust Number 1073466 "Owner #2");

WHEREAS, Owner #1 is record title owner of the real estate legally described in Exhibit A attached hereto and made a part hereof ("Parcel #1") and Owner #2 is the record title owner of the real estate legally described in Exhibit B attached hereto and made a part hereof ("Parcel #2");

WHEREAS, Parcel #1 currently consists of a portion of a lighted, landscaped, asphalt and concrete parking lot which serves existing improvements on Lot 1 in the Bryn Mawr Avenue Subdivision, and Parcel #2 is a part of Lot 2 in the Bryn Mawr Avenue Subdivision and is partially improved with a tennis court;

WHEREAS, Owner #2 desires to construct a new parking lot on Parcel #2 which will be adjacent to, complementary with and contiguous to a portion of the parking lot on Lot 1 in the Bryn Mawr Subdivision; and

WHEREAS, upon completion of said new parking lot, Owner #1 and Owner #2 desire to exchange Parcel #1 and Parcel #2, respectively, all upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid by Owner #2 to Owner #1, the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Option to Exchange. Owner #1 hereby grants, gives and conveys to Owner #2 an option (the "Option") to exchange Parcel #2 for Parcel #1 upon the terms and conditions hereinafter set forth in this Agreement. Owner #2 may exercise this Option by written notice to Owner #1 on or before September 30, 1990.

(a) Within ten (10) business days following the approval by Owner #1 of the Plans and Specifications (hereinafter defined) as provided in Paragraph 2(b) hereof, Owner #1 and Owner #2 shall enter into an Escrow (the "Escrow") pursuant to which the parties shall exchange Parcel #1 and Parcel #2

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A other ppty, similar

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and, at that time, Owner #1 shall deposit a trustee's deed for the conveyance of Parcel #1 to Owner #2, subject only to the title exceptions set forth in Exhibit C attached hereto and made a part hereof, and Owner #2 shall deposit a trustee's deed for the conveyance of Parcel #2 to Owner #1, subject only to the title exceptions set forth in Exhibit D attached hereto and made part hereof. Owner #1 and Owner #2 shall deposit the additional documentation required for the exchange transaction (the "Exchange") in accordance with Paragraph 1(d) hereof.

(b) From and after Owner #2's exercise of the Option, Owner #2 shall be obligated to do the Construction Work (as defined in Paragraph 2) in accordance with the terms and conditions of Paragraph 2 hereof.

(c) The Exchange shall occur on that date (the "Exchange Date") which is ten (10) business days after Owner #2's satisfactory completion of the Construction Work, as evidenced by the receipt by both Owner #1 and Owner #2 of the certificate (the "Second Engineer's Certificate") of Cowhey Gudmundson Leder, Ltd. (the "Engineer"), or such other engineer satisfactory to both Owner #1 and Owner #2, certifying that the Construction Work has been completed substantially in accordance with the Plans and Specifications (as defined in Paragraph 2(a)).

(d) After receipt of the Second Engineer's Certificate and prior to the Exchange Date, Owner #1 and Owner #2 shall deposit into the Escrow such documentation in addition to the trustee's deeds as is customarily required for the purpose of such an exchange transaction, including, without limitation, ALTA statements, final waivers of mechanics' and materialmen's liens, transfer tax declarations (or exemptions therefrom), Plat Act Affidavits and surveys required to satisfy the Illinois Plat Act and Village of Rosemont ordinances and title insurance commitments in accord with Paragraph 6 hereof. Each party's Escrow deposits hereunder and pursuant to Paragraph 1(a) shall be subject to the approval of the other party hereto, which approval shall not be unreasonably withheld or delayed.

(e) If, prior to the Exchange Date, either Owner #1 or Owner #2 (referred to in this Paragraph 1(e) as a "transferring owner") shall desire to sell, convey or otherwise transfer title to Parcel #1 or Parcel #2, respectively, to any person or entity (referred to in this Paragraph 1(e) as a "grantee"), then, on or prior to the date of any such transfer: (i) the grantee shall deposit its deed in the Escrow, as contemplated in Paragraph 1(d), for the conveyance of said parcel to the party to this Agreement who is not the transferring owner (referred to in this Paragraph 1(e) as the "non-transferring owner") and the deed previously deposited in the Escrow by the transferring owner shall be returned to the

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transferring owner and (ii) the non-transferring owner shall deposit its deed in Escrow, as contemplated in Paragraph 1(d), for the conveyance of said parcel to the grantee and the deed previously deposited in the Escrow by the non-transferring owner shall be returned to the non-transferring owner.

(f) To the extent that any lender of either Owner #1 or Owner #2, or of both of them, including, without limitation, mortgagees of Parcels #1 and Parcel #2, or either of them, requires that said lender consent to this Agreement or to the Exchange, or requires further documentation in connection therewith (including without limitation title insurance), Owner #2 shall pay any and all costs and fees in connection therewith, including, without limitation, title insurance and escrow costs and fees, recording fees, and the attorney fees payable to the attorneys for such lender or lenders.

(g) Owner #2 acknowledges that the option herein granted is at the request of and for the primary benefit of Owner #2. Accordingly, Owner #2 hereby agrees to pay all costs and expenses incurred in connection with the actions and work to be undertaken by or on behalf of both Owner #1 and Owner #2 pursuant to and upon the exercise of the Option, including, without limitation, surveys, engineering fees (including, without limitation, reasonable engineering fees incurred by Owner #1 for the review of the Plans and Specifications, for inspections of the work and for reviewing the "as-built" plans and specifications), application and building permit fees, engineering inspection and other required fees, construction and development costs and expenses, premiums for insurance, as required by Paragraph 5 hereof, performance and payment bonds, title insurance, as required by Paragraph 6 hereof, escrow fees, subdivision plat approvals and recording and filing fees therefor, and attorneys' fees; and in connection therewith Owner #2 hereby agrees to indemnify, protect, defend and save Owner #1 and its beneficiary harmless against any and all reasonable costs and claims (including mechanics' and materialmen's liens and claims therefor) arising directly or indirectly as a result of the actions and work undertaken by Owner #2 pursuant to this Agreement. The PBKA Venture joins in this Agreement for the purpose of acknowledging that it is liable and responsible for only the obligations of Owner #2 set forth in Paragraph 1(g) hereof and only to the extent set forth in the Joinder of Beneficiary attached hereto and made a part hereof.

2. Construction Work. Owner #2 hereby covenants and agrees that, within one (1) year of its exercise of the Option or, if Owner #2's performance hereunder is delayed by labor disputes, fire, unusual delay in transportation, unavoidable casualties, adverse weather conditions which could not reasonably have been anticipated or other causes

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beyond the control of Owner #2, then within one (1) year plus the period of such delay but no more than eighteen (18) months after Owner #2's exercise of the Option, Owner #2 shall complete the construction of the following work (the "Construction Work"): (i) a parking area (the "Northern Parking Area") on Parcel #2 which is North of, contiguous to and complementary with that portion of the existing parking area on Lot 1 in the Bryn Mawr Avenue Subdivision which is South of and contiguous to Parcel #2 (the "Southern Parking Area") so that an integrated parking area (the "Total Parking Area") over both Parcel #1 and Parcel #2 is created, all in accordance with the Plans and Specifications, (ii) a public or private road (the "New Road") running North and South which is East of the Total Parking Area, all in accordance with the Plans and Specifications and (iii) an access drive (the "Access Drive") running East and West between the Total Parking Area and the New Road, which Access Drive shall be centered along the North/South dividing line separating Lot 1 and Lot 2 in the Bryn Mawr Avenue Subdivision. To the extent that the New Road and the Access Road, or either of them, are not dedicated for public use as of the Exchange Date, Owner #2 shall cause an easement relative to the New Road and the Access Road for ingress and egress to be granted and recorded for the benefit of Parcel #1, and such easement shall provide that Owner #2, and not Owner #1, shall be responsible for the repair, maintenance and replacement of the area included within the easement, and such easement shall be insured pursuant to Paragraph 6(b) hereof.

(a) Within ninety (90) days of Owner #2's exercise of the Option, Owner #2 shall submit to the Engineer complete, detailed plans and specifications (the "Plans and Specifications") for the Construction Work in accordance with the following:

(i) The design and construction, including, without limitation, the materials used in said construction, of the Northern Parking Area and, to the extent required, the Southern Parking Area in all respects, shall be complementary with the Southern Parking Area, of a quality at least equal to the quality of the Southern Parking Area and in compliance with all applicable current ordinances and regulations of the Village of Rosemont as of the date that Owner #2 obtains, or causes to be obtained, a building permit for the Construction Work. Such design and construction of the Northern Parking Area and, to the extent required, the Southern Parking Area must satisfy each of the foregoing requirements. The "design and construction" of the Northern Parking Area and, to the extent required, the Southern Parking Area shall include, but shall not be limited to, such requirements for:

(1) the number and size of parking spaces,

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- (2) the composition and depth of both the base material and the surface material,
- (3) the composition and width of the curbing for islands and parking lot separations,
- (4) the drainage structures and the slope of the parking lot for drainage purposes,
- (5) the landscaping (showing the types, sizes and maturities of all trees and bushes to be incorporated into the Total Parking Area and that upon completion of the construction and development of the Total Parking Area such trees and bushes shall be comparable to those now existing in the Southern Parking Area), which shall also include deciduous trees along the western boundary of the Northern Parking Area,
- (6) the lighting.

Furthermore, with regard to the number of parking spaces, the design and construction of the Northern Parking Area shall meet the additional requirement of a minimum of 138 spaces which shall not be less in size than the dimensions of the existing parking spaces on the Southern Parking Area, together with the requisite handicap spaces, for the Total Parking Area.

(ii) The New Road shall be at least twenty-five (25) feet in width from curb to curb and shall lie within a right-of-way of at least thirty-three (33) feet. Of the New Road is to be a private road, the design and construction of the New Road, exclusive of the curbs and gutters thereof, shall, nonetheless, be in all respects in compliance with all applicable ordinances and regulations of the Village of Rosemont. The curb cut for Bryn Mawr Road to the New Road shall be located within one hundred twenty (120) feet east of the southeast corner of Lot 1 in the Bryn Mawr Subdivision.

(iii) The design and construction of the Access Drive shall meet reasonable standards for the design and construction of a private road.

(b) The Engineer shall review the Plans and Specifications for the sole purpose of determining whether they are in substantial accordance with Paragraph 2(a) hereof. The Engineer must approve or disapprove the Plans and Specifications in writing within thirty (30) days of its receipt thereof; a disapproval must include sufficient information to allow Owner #2 to properly modify the Plans and Specifications. The Engineer must approve or disapprove within fifteen (15) days of any resubmission of the Plans and

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Specifications. The Engineer's form of approval shall be its certificate (the "First Engineer's Certificate") to Owner #1 and Owner #2 specifically stating that the Plans and Specifications satisfy the requirements of Paragraph 2(a) hereof and attached to a copy of the Plans and specifications. Within fifteen (15) days of its receipt of the First Engineer's Certificate, Owner #1 shall have the right to approve or disapprove the Plans and Specifications in writing. In the event Owner #1 disapproves the Plans and Specifications, within fifteen (15) days Owner #1 and Owner #2 jointly shall choose another engineer, and, in the event Owner #1 and Owner #2 cannot so agree, Owner #1 alone shall choose a qualified engineer, to make recommendations reasonable and in accordance with generally accepted engineering practices within a reasonable period of time as to how the Plans and specifications must be modified to comply with Paragraph 2(a); Owner #1 and Owner #2 hereby agree to abide by such recommendations and Owner #2 shall modify, or cause to be modified, the Plans and Specifications accordingly.

(c) Prior to commencing the Construction Work, Owner #2 shall provide security for its performance thereof in an amount at least equal to the total cost of the Construction Work in the form of a performance and labor and material bond, letter of credit or other security device acceptable to Owner #1 and Owner #2.

(d) After the Plans and Specifications have been approved as aforesaid, Owner #2 shall cause the construction of the Total Parking Area and the easement area to commence promptly and proceed diligently so that said construction is completed on or before the earlier of the first anniversary of Owner #2's exercise of the Option and December 31, 1991.

(e) Owner #2 shall cause the construction of the Total Parking Area to be accomplished so that Owner #1 shall continue to have the use and enjoyment of its existing parking area until such time as the Total Parking Area is completed and available for use by Owner #1, and so that there is not any unreasonably unnecessary interference with the use and enjoyment of said Lot 1 (including, without limitation, the existing parking area) by Owner #1 during said construction. Subject to the foregoing, during the period of such construction, Owner #2 and its agents, employees and representatives shall have the right of vehicular and pedestrian ingress and egress) upon portions of Lot 1 in Bryn Mawr Avenue Subdivision for the purposes of providing the construction of the Total Parking Area pursuant to this Agreement.

(f) During the construction and development of the Total Parking Area and the easement area, Owner #2 shall allow and cause to be allowed access to the said areas by

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engineers and other representatives designated by or on behalf of Owner #1 for the purpose of inspecting the work on said areas and confirming that the work thereon is being performed in accordance with the approved Plans and Specifications. Any material changes in the work shall be first approved in writing by or on behalf of Owner #1.

(g) Owner #2 shall pay any and all costs of the Construction Work and of the repair and restoration of any damage to the Southern Parking Area as a result of use of the easement granted in Paragraph 2(d) hereof not caused by the willful misconduct or negligence of Owner #1.

(h) Upon completion of the Construction Work, Owner #2 shall deliver to the Engineer a survey and field record drawings of the Construction Work. The Engineer shall then have thirty (30) days to either issue the Second Engineer's Certificate or provide Owner #2 a written assessment of any modifications reasonably necessary to conform the Construction Work to the Plans and Specifications. The Engineer shall have fifteen (15) days to approve or disapprove the completed Construction Work.

3. Failure to Exercise Option. Unless Owner #2 exercises the Option on or before September 30, 1990, this Agreement, the Option herein granted and the obligations of Owner #1 and Owner #2 herein provided shall cease and terminate and have no further force and effect, and Owner #1 may give notice of such cessation and termination by recording and filing a notice to such effect reciting that the Option was not exercised within the requisite option period and that this Agreement is thereby terminated.

4. Successors and Assigns. The Option and the covenants, terms and conditions herein set forth shall inure to the benefit of and be binding upon the parties hereto, their respective grantees, lessees, mortgagees, successors and assigns and every person or entity acquiring an interest, legal, equitable or beneficial, in Parcel #1, Parcel #2 or that portion of Lot 1 in Bryn Mawr Avenue Subdivision on which the Southern Parking Area is located, or any portion thereof. The covenants herein contained shall be deemed to be covenants running with the land.

5. Insurance. Owner #2, at its sole cost and expense, shall purchase and keep in full force and effect during the performance of the Construction Work:

(a) Comprehensive General Public Liability Insurance in an amount not less than \$1,000,000.00 per occurrence whether

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involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$2,000,000.00; and

(b) If applicable, Workmen's Compensation Insurance and Employer's Liability Insurance with limits of not less than \$500,000.00 in respect of bodily injury, sickness, disease or death of any person resulting from any one occurrence and as required by any Employee Benefits Acts or other applicable statutes.

6. Title Insurance.

(a) Owner #1 shall deposit into the Escrow, at Owner #2's sole cost and expense and in accordance with the terms and conditions of Paragraph 1(d) hereof, a title commitment for an Owner's Title Insurance Policy - Form B in an amount reasonably satisfactory to Owner #2, covering title to Parcel #1 on or after the date hereof, showing the title status of Parcel #1 subject only to the title exceptions set forth in Exhibit C.

(b) Owner #2 shall deposit into the Escrow, at Owner #2's sole cost and expense and in accordance with the terms and conditions of Paragraph 1(d) hereof, a title commitment for an Owner's Title Insurance Policy - Form B in an amount equal to the total cost of the Construction Work, covering title to Parcel #2 on or after the date hereof, showing the title status of Parcel #2, subject only to the title exceptions set forth in Exhibit D and insuring that Parcel #2 is contiguous to Lot 1 in the Bryn Mawr Avenue Subdivision without any gaps or gores.

7. No Mechanics' Liens. Owner #2 shall not permit any lien to stand against either or both Parcel #1 and Parcel #2 or any improvements thereon for any labor or materials in connection with the Construction Work. Notwithstanding anything to the contrary herein contained, Owner #2 shall have the right to contest by appropriate legal proceedings diligently prosecuted any mechanics', materialmen's or other liens or claims for lien upon Parcel #2 or any improvements thereon and such contested liens shall not constitute a default hereunder.

8. Integrated Agreement. The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof.

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9. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third day after deposit in the United States registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Owner #1: Anthony L. Checchio, DDS
9525 Frankford Avenue
Philadelphia, PA 19114

with copies to: Bernard J. Degen, II
Executive Director
American Association of Oral
and Maxillofacial Surgeons
Suite 930
211 East Chicago Avenue
Chicago, Illinois 60611

Andrew S. Adsit, Esq.
Arnstein, Gluck, Lehr &
Milligan
7500 Sears Tower
Chicago, Illinois 60606

If to Owner #2: Louis Kahnweiler
Bennett & Kahnweiler, Inc.
9700 West Bryn Mawr
Rosemont, IL 60018

with copies to: Ronald H. Galowich, Esq.
Galowich & Galowich
30th Floor
Two First National Plaza
Chicago, IL 60603

Gregory W. Hummel, Esq.
Rudnick & Wolfe
30 North LaSalle
Suite 2500
Chicago, Illinois 60602

A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

10. Trustee's Exculpation. This Agreement is executed by the CHICAGO TITLE AND TRUST COMPANY, not personally, but solely as Trustee as aforesaid, 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 by CHICAGO TITLE AND TRUST COMPANY 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 CHICAGO TITLE AND TRUST COMPANY by reason of any of the terms, provisions, stipulations, covenants or statements contained in this Agreement.

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

CHICAGO TITLE AND TRUST COMPANY not personally, but as Trustee under Trust Agreement dated December 19, 1978 and known as Trust Number 1073465

By: Alvin S. Kaufman
Its: ASST. VICE PRESIDENT

ATTEST:

Marilyn P. Mallin
Its: ASST. SECRETARY

CHICAGO TITLE AND TRUST COMPANY not personally, but as Trustee under Trust Agreement dated December 19, 1978 and known as Trust Number 1073466

By: Alvin S. Kaufman
Its: ASST. VICE PRESIDENT

ATTEST:

Marilyn P. Mallin
Its: ASST. SECRETARY

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JOINDER OF BENEFICIARY

The PBKA Venture, being an Illinois general partnership, does hereby join in the execution of the foregoing Parking Relocation Agreement (the "Agreement") for the purpose of being bound by the terms and obligations set forth in Paragraph 1(g) thereof, provided that any liability of The PBKA Venture (i) shall be limited solely to the net assets and property of The PBKA Venture and (ii) shall end from and after the effective date of an assignment to and assumption of the obligations of The PBKA Venture arising under or pursuant to this Joinder of Beneficiary by Rosemont O'Hare Associates, an Illinois limited partnership controlled by Fifield Companies, Ltd., in the form of the assignment and assumption agreement attached hereto and made a part of this Joinder of Beneficiary as Exhibit 1, without further act or deed of the parties to the Agreement of The PBKA Venture. No partner of The PBKA Venture shall be personally liable in respect of any claim arising out of or related to this Agreement, and a deficit capital account of any partner in The PBKA Venture shall not be deemed an asset or property of The PBKA Venture.

Dated this 29th day of December, 1986.

THE PBKA VENTURE,
an Illinois general partnership

By: FLR TESTS, Gen Partner

By: Monks Quinn Partner
~~General Partner TWSTEE~~

By: BK - BRYN MAWR AVENUE VENTURE,
an Illinois general partnership

By: Doel W. Schell
General Partner

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EXHIBIT 1

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ASSIGNMENT AND ASSUMPTION OF PARKING RELOCATION AGREEMENT

This Assignment is executed as of the ___ day of December, 1986, by and between CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust Agreement dated December 29, 1978 and known as Trust No. 1073466 (hereinafter collectively referred to as "Assignor") to and in favor of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Trustee of Trust No. 100842-00 under Trust Agreement dated December 12, 1986, (hereinafter referred to as "Assignee").

ASSIGNMENT OF PARKING RELOCATION AGREEMENT

FOR VALUE RECEIVED, Assignor hereby assigns, transfers and sets over unto American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 12, 1986 known as Trust No. 100842-00 ("Assignee"), all the right, title and interest of Assignor in, to and under that certain Parking Relocation Agreement dated December 29, 1986, recorded in the Office of the Recorder of Deeds of Cook County, Illinois December __, 1986, as Document No. _____ and registered with the Registrar of Titles of Cook County, Illinois December __, 1986, as Document No. _____ (the "Parking Relocation Agreement"), with respect to the real property owned by Assignee and more particularly described on Exhibit A attached hereto and made a part hereof.

Dated as of the day and year first above written.

ASSIGNOR:

CHICAGO TITLE AND TRUST COMPANY,
as Trustee under Trust Agreement
dated December 19, 1978 and
known as Trust No. 1073466

By: _____

Its: _____

ATTEST:

Its: _____

This Document Was Prepared By
and Should be Returned To:

Ilese S. Meltzer
Rudnick & Wolfe
30 North LaSalle Street
Suite 2500
Chicago, IL 60602

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EXHIBIT 1
(cont'd)

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ACCEPTANCE AND ASSUMPTION OF ASSIGNMENT

The undersigned, being the Assignee described above, does hereby accept the foregoing assignment and does further assume all of Assignor's obligations under the Parking Relocation Agreement relating to the period from and after the date hereof. In connection with such acceptance, the beneficiary of the undersigned, Rosemont-O'Hare Associates, hereby assumes all of the obligations of PBKA Venture under Paragraph 1(g) of the Parking Relocation Agreement.

This Agreement is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated December 12, 1986 and known as Trust No. 100842-00 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 by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

It is understood and agreed that neither the partners of Rosemont-O'Hare Associates nor any of the partners of any partner of Rosemont-O'Hare Associates shall have any personal liability hereunder and that any recourse against Rosemont-O'Hare Associates shall be limited to the assets of Rosemont-O'Hare Associates and not the assets of any partner of Rosemont-O'Hare Associates or any partner of any partner of Rosemont-O'Hare Associates. A negative capital account of any such partner shall not be deemed to be an asset of Rosemont-O'Hare Associates.

Dated as of the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, Trustee of
Trust No. 100842-00 under Trust
Agreement dated December 12, 1986

By: _____
Its: _____

ROSEMONT-O'HARE ASSOCIATES,
an Illinois limited partnership

By: FIFIELD COMPANIES, LTD.,
an Illinois limited
partnership, General Partner

By: _____
Its: General Partner

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EXHIBIT 1
(cont'd)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ President of CHICAGO TITLE AND TRUST COMPANY, a national banking association, and _____, as _____ Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ 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, as Trustee, for the uses and purposes therein set forth; and said _____ Secretary did then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the corporate seal of said national banking association to said instrument as his own free and voluntary act and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 1986.

Notary Public

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EXHIBIT 1
(cont'd)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and _____, as _____ Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ 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, as Trustee, for the uses and purposes therein set forth; and said _____ Secretary did then and there acknowledge that he, as custodian of the corporate seal of said national banking association to said instrument as his own free and voluntary act and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 1986.

Notary Public

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EXHIBIT 1
(cont'd)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of Rosemont-O'Hare Associates, an Illinois limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 1985.

Notary Public

My Commission Expires:

Notary Public of Cook County Clerk's Office

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EXHIBIT 1
(cont'd)

EXHIBIT A

LEGAL DESCRIPTION

Lot 2 in Bryn Mawr Avenue Subdivision, being a subdivision of the Southeast Quarter of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian except that part thereof lying West of a line drawn from a point in the North line of Lot 2, aforesaid, 24.41 feet East of the most Northwesterly corner thereof to a point in the South line of Lot 2, aforesaid, 174 feet East of the Southwest corner of said Lot 2 in Cook County, Illinois.

P.I.N. 12-04-402-054
 12-04-402-055
 12-04-401-056

Commonly known as the property located to the North of Bryn Mawr Avenue and to the West of Lyman Avenue.

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EXHIBIT 1
(cont'd)

The undersigned hereby consents to the Assignment and Assumption of Parking Relocation Agreement and Acceptance and Assumption of Assignment to which this Consent is attached.

CHICAGO TITLE AND TRUST COMPANY,
as Trustee under Trust Agreement
dated December 19, 1978 and
known as Trust No. 1073465 *llg*

By: _____
Its: _____

ATTEST:

Its: _____

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CONSENT OF MORTGAGEE

AETNA LIFE INSURANCE COMPANY, Mortgagee under a certain Mortgage executed by CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust No. 1073465, dated December 19, 1978 and recorded on January 24, 1980 in the office of the Cook County Recorder of Deeds as Document No. 25334689 and filed in the Office of the Registrar of Torrens Titles of Cook County, Illinois on January 24, 1980 as Document No. LR-3055768, on Parcel #1 described in the within Agreement, does hereby consent to the execution and registration of the said Parking Relocation Agreement and does hereby agree that its Mortgage is and shall be subject to the provisions of the Parking Relocation Agreement and subject to the provisions and restrictions therein contained.

AETNA LIFE INSURANCE COMPANY

By: _____
Its: _____

ATTEST:

Its: _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ President of AETNA LIFE INSURANCE COMPANY and _____, as _____ Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ Secretary of said Corporation, 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 Corporation, for the uses and purposes therein set forth; and said _____ Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 1986.

Notary Public

Cook County Clerk's Office

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EXHIBIT A

PARCEL #1:

That part of Lot 1 in Bryn Mawr Avenue subdivision being a subdivision in the Southeast Quarter of Section 4, Township 40 North, Range 12, East of the Third Principal Meridian, lying East of a line drawn perpendicular to the South line of said Lot through a point therein 130.69 feet West of the Southeast corner thereof, in Cook County, Illinois.

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EXHIBIT B

PARCEL #2:

That part of Lot 2 in Bryn Mawr Avenue subdivision, being a subdivision in the Southeast Quarter of Section 4, Township 40 North, Range 12, East of the Third Principal Meridian, lying West of a line drawn perpendicular to the South line of Lot 1 in said subdivision through a point therein 130.69 feet West of the Southeast Quarter of said Lot 1 and lying East of the East line of the storm water detention easement in Lot 2 and lying South of a line 441.26 feet North of and parallel with the South line of Lot 1 aforesaid, all in Cook County, Illinois.

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EXHIBIT C

1. GRANT OF EASEMENT OVER THE EAST 25 FEET OF THE LAND IN FAVOR OF A DOMINANT TENEMENT DESCRIBED AS FOLLOWS:
LOT 2 IN BRYN MAWR AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF LYING WEST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF LOT 2, AFORESAID, 24.41 FEET EAST OF THE MOST NORTHEASTERLY CORNER THEREOF TO A POINT IN THE SOUTH LINE OF LOT 2, AFORESAID, 174 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 2, ALL IN COOK COUNTY, ILLINOIS;
FOR THE PURPOSES OF A TEMPORARY RIGHT, AND PRIVILEGE FOR INGRESS AND EGRESS OVER, ALONG AND UPON SAID EAST 25 FEET OF LOT 1, AS CREATED BY GRANT MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1978 AND KNOWN AS TRUST NUMBER 1073465 TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1978 AND KNOWN AS TRUST NUMBER 1073466, RECORDED JANUARY 24, 1980 AS DOCUMENT NUMBER 25134688, AND THE COVENANTS, CONDITIONS AND AGREEMENTS THEREIN CONTAINED.
2. EASEMENT FOR STORM WATER DETENTION, AS DISCLOSED BY THE PLAT OF BRYN MAWR AVENUE SUBDIVISION, RECORDED OCTOBER 27, 1978 AS DOCUMENT 24692093 AND FILED OCTOBER 27, 1978 AS DOCUMENT LR3055768, OVER THAT PART OF LOT 2 LYING WEST OF A LINE DRAWN PERPENDICULAR TO AND 174 FEET EAST OF THE SOUTH WEST CORNER OF LOT 2
3. EASEMENT FOR THE BENEFIT OF PARCEL #1 IN THE RIGHT TO MAINTAIN, USE, REPAIR OR REPLACE A STORM WATER SEWER SYSTEM AS CREATED BY STORM WATER AGREEMENT DATED NOVEMBER 26, 1979 AND RECORDED JANUARY 3, 1980, AS DOCUMENT 25311043 AND REGISTERED AS DOCUMENT LR3119830 AND AMENDED BY AGREEMENT RECORDED _____ AS DOCUMENT _____ AS FILED AS DOCUMENT LR _____ UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: LOT 2 IN BRYN MAWR AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF LYING EAST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF LOT 2, AFORESAID, 24.41 FEET EAST OF THE MOST NORTHWESTERLY CORNER THEREOF, TO A POINT IN THE SOUTH LINE OF LOT 2, AFORESAID, 174 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 2, IN COOK COUNTY, ILLINOIS.
4. RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF THE EASEMENT.

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EXHIBIT D

1. EASEMENT FOR STORM WATER DETENTION, AS DISCLOSED BY THE PLAT OF BRYN MAWR AVENUE SUBDIVISION, RECORDED OCTOBER 27, 1978 AS DOCUMENT 24692093 AND FILED OCTOBER 27, 1978 AS DOCUMENT LR3055768, OVER THAT PART OF LOT 2 LYING WEST OF A LINE DRAWN PERPENDICULAR TO AND 174 FEET EAST OF THE SOUTH WEST CORNER OF LOT 2
2. EASEMENT FOR THE BENEFIT OF PARCEL #2 OF THE RIGHT TO MAINTAIN, USE, REPAIR OR REPLACE A STORM WATER SEWER SYSTEM AS CREATED BY STORM WATER AGREEMENT DATED NOVEMBER 26, 1979 AND RECORDED JANUARY 8, 1980, AS DOCUMENT 25311043 AND REGISTERED AS DOCUMENT LR3139830 AND AMENDED BY AGREEMENT RECORDED _____ AS DOCUMENT _____ AS FILED AS DOCUMENT LR _____ UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: LOT 2 IN BRYN MAWR AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 30 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF LY EAST OF A LINE DRAWN FROM APNT IN THE NORTH LINE OF LOT 2, AFORESAID, 24 41 FEET EAST OF THE MOST NORTHWESTERLY CORNER THEREOF, TO A POINT IN THE SOUTH LINE OF LOT 2 AFORESAID, 174 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 2, IN COOK COUNTY, ILLINOIS
3. RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF THE EASEMENT.
4. MORTGAGE DATED JANUARY 1, 1980 AND RECORDED JANUARY 24, 1980 AS DOCUMENT 25334689 AND FILED JANUARY 24, 1980 AS DOCUMENT NUMBER LR3142234 MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1978 AND KNOWN AS TRUST NUMBER 1073465 TO AETNA LIFE INSURANCE COMPANY IN THE AMOUNT OF \$2,440,000.00.
5. ASSIGNMENT OF RENTS AND LEASES RECORDED JANUARY 24, 1980 AS DOCUMENT NUMBER 25334690 AND FILED JANUARY 24, 1980 AS DOCUMENT LR3142235 BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 1073465 TO AETNA LIFE INSURANCE COMPANY.
6. SECURITY INTEREST OF AETNA LIFE INSURANCE COMPANY, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT EXECUTED BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 1073465, DEBTOR, AND FILED ON JANUARY 24, 1980 AS NO. LR3142236.

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