

UNOFFICIAL COPY

00822087

8/31/2008 34 001 Page 1 of 15  
2000-10-19 16:19:11  
Cook County Recorder 49.00



THIS DOCUMENT PREPARED BY  
AFTER RECORDING RETURN TO:

Janet M. Johnson  
Schiff Hardin & Waite  
6600 Sears Tower  
Chicago, Illinois 60606  
Telephone: (312) 258-5658  
Facsimile: (312) 258-5600

**RECORDER'S BOX 408**

(This space reserved for Recorder's Office)

**ACCESS EASEMENT AGREEMENT**

This Access Easement Agreement ("Agreement") is made effective as of October 12, 2000, by **ILLINOIS INSTITUTE OF TECHNOLOGY**, an Illinois not-for-profit corporation, having a mailing address at 10 West 33rd Street, Room 224, Chicago, Illinois 60616-3793 ("Owner"), **MICHIGAN PLACE, LLC**, an Illinois limited liability company having a mailing address c/o Shorebank Development Corporation, 5100 West Harrison, Chicago, Illinois 60649 ("Lessee"), and **LAVERN B. JACKSON** and **BARBARA JACKSON**, having a mailing address of 3128 South Indiana Avenue, Chicago, Illinois 60616 (collectively, the "Jacksons"), and **CATHERINE NATHANIEL**, having a mailing address of 3146 South Indiana Avenue, Chicago, Illinois 60616 ("Nathaniel"; the Jacksons and Nathaniel are sometimes hereinafter collectively called the "Neighboring Owners").

**RECITALS**

A. Owner is the owner of a tract of land legally described in Exhibit A, attached hereto and made a part hereof (said tract of land is sometimes hereinafter referred to as the "Michigan Place Premises" or the "Burdened Parcels"). Neighboring Owners are the owners, respectively, of the tracts of land legally described in Exhibit B attached hereto and made a part hereof (collectively, the "Benefitted Parcels").

B. Owner has entered into a long-term Ground Lease dated as of December 7, 1999 with Lessee, pursuant to which Lessee intends to develop a residential condominium development on the Michigan Place Premises ("Condominium Project"), and to form a condominium association under the Illinois Condominium Act ("Condominium Association").

C. As part of the Condominium Project, Owner and Lessee have caused the City of Chicago to vacate and Owner has dedicated to the City of Chicago certain portions of certain

**RETURN TO BOX 408**

**ATTN:** Janet Johnson

previously existing or newly dedicated public alleys pursuant to an ordinance adopted June 28, 2000 by the City Council which was recorded in the office of the Recorder of Cook County, Illinois on August 3, 2000 as Document No. 00592591. The portions of the public alleys so vacated and dedicated are depicted on Exhibit C attached hereto. Lessee intends to improve certain portions of the vacated alleys with private paved drives and to improve the newly dedicated alleys with paved drives. The new paved alleys and the new private drives will provide to both the Condominium Project and the Benefitted Parcels a means of access to Michigan Avenue, a public street. It is intended that those improvements constructed by Lessee within the vacated alleys shall be and become a portion of the Common Elements as defined and described in the Declaration of Condominium Ownership and Easements, Restrictions, Covenants and By-Laws for Michigan Place Condominium ("Declaration") to be recorded prior to the first sale of a condominium unit.

D. Owner has acquired Neighboring Owners' right, title and interest in and to the portions of the vacated alley by means of deeds recorded with the Office of the Cook County Recorder as Document Nos. 00822085 and 00822086 ("Deeds").

E. As a condition to the conveyance by the Neighboring Owners of certain portions of the vacated alleys by means of the Deeds, Owner has agreed to grant to Neighboring Owners perpetual easements for access to and from their respective Benefitted Parcels over and across certain portions of the Easement Parcels (hereinafter defined).

Accordingly, Owner, Lessee and Neighboring Owners have agreed as follows:

1. **Grant of Non-Exclusive Easement for Ingress and Egress.** Owner hereby grants (i) to the Jacksons a perpetual, non-exclusive easement over and across those portions of the Michigan Place Premises identified on Exhibit C attached hereto and legally described on Exhibit D attached hereto as the "Jackson Easement", and (ii) to Nathaniel a perpetual, non-exclusive easement over and across those portions of the Michigan Place Premises identified on Exhibit C attached hereto and legally described on Exhibit D attached hereto as the "Nathaniel Easement" (individually, each of the Jackson Easement and the Nathaniel Easement are sometimes referred to as an "Easement Parcel" and both of the Jackson Easement and the Nathaniel Easement are sometimes collectively referred to as the "Easement Parcels"), in both cases, such easements to be solely for ingress and egress, pedestrian and vehicular, from the public alleys identified on Exhibit C that are located to the West and either North or South of each of the Burdened Parcels over and across the portions of the Burdened Parcels so designated. The Easement Parcels may be used for such ingress and egress purposes by the Neighboring Owners and all other owners or occupants from time to time of the Benefitted Parcels, and their respective employees, contractors, agents and invitees, in common with Owner, Lessee (during the term of the Ground Lease), the Condominium Association and its members and any other owners or occupants from time to time of all or any portion of the Burdened Parcels (during the term of the Ground Lease), including without limitation the unit owners within the Condominium Project, and their respective employees, contractors, agents and invitees.

2. **Limitations on Use.** Neither Owner, Lessee, the Condominium Association and its members, the Neighboring Owners or any other owner, unit owner, occupant, employee, contractor, agent or invitee of any of the Benefitted Parcel or the Burdened Parcels shall have the right to block or obstruct any other person's ingress and egress over the Easement Parcels or access to the Benefitted Parcels or the Burdened Parcels whether by parking, blocking or otherwise obstructing the Easement Parcels, except for temporary closures or obstructions that are reasonably necessary for the initial construction by Lessee of the driveway and other improvements to be constructed within the Easement Parcels or for the repair, maintenance and reconstruction of any such improvements from time to time located thereon. In addition, during the initial construction of the improvements on the Michigan Place Premises and on the Easement Parcels, in order to maintain security while still providing access to the Benefitted Parcels through the public alleys and Easement Parcels, Lessee shall have the right to restrict the use of the Easement Parcels for access to and from the Benefitted Parcels by security or protective fencing that permits access only through locked gates after Lessee's contractors' regular weekday construction hours and on weekends, provided Lessee arranges to provide to the Neighboring Owners duplicate keys to use for unlocking and relocking such gates after such hours and on weekends. During such time periods, the Neighboring Owners shall be responsible for unlocking and relocking such gates in order to permit vehicular access to their respective Benefitted Parcels.

3. **Maintenance and Repair.** Following the initial construction of the improvements within the Easement Parcels and the new Alleys and the recording of the Declaration, the Condominium Association will be responsible for the maintenance, repair and reconstruction of any such improvements for as long as the Condominium Project exists, and the Neighboring Owners shall look solely to Lessee (prior to the date Lessee turns management of the Condominium Association over to the Condominium Association) and the Condominium Association (after the date Lessee turns management of the Condominium Association over to the Condominium Association) to satisfy such obligations. After the later of the date on which the Ground Lease terminates or the Condominium Project no longer exists, Owner shall be responsible for such maintenance, repair and reconstruction work.

4. **Rules and Regulations.** Neighboring Owners agree to abide by any reasonable rules and regulations adopted from time to time by the Condominium Association with respect to the use of the Easement Parcels, provided such rules and regulations apply uniformly to all unit owners within the Condominium Project and Neighboring Owners.

5. **Damage to Burdened Parcels.** In the event that any of the Neighboring Owners or any other occupant or occupants from time to time of any of the Benefitted Parcels, or any of their respective employees, agents, contractors, subcontractors or any other person claiming or acting by, through or under any such owner or occupant shall injure, disturb or otherwise damage the surface of, or any landscaping or other improvements from time to time located on any of the Burdened Parcels or on any of the Easement Parcels, the then Neighboring Owner causing such injury, disturbance or damage shall, at its or his or her sole cost and expense, repair and restore the same to the same condition as existed immediately prior thereto.

6. **Waiver of Covenant Liability.** Whenever a transfer of ownership of any of the Burdened Parcels or the Benefitted Parcel occurs, liability of the transferor for breach of covenant occurring thereafter automatically terminates.

7. **Running of Benefits and Burdens.** All of the provisions of this Agreement, including the benefits and burdens, run with the land, and are binding upon and inure to the successors and assigns of the Owner with respect to the Burdened Parcel and the Neighboring Owners with respect to the Benefitted Parcels. As used in this Agreement, the terms "Owner" and "Neighboring Owners" shall mean, respectively, the parties executing this Agreement and the successors and assigns of such Owner and Neighboring Owners as of the date or dates in question.

8. **Construction.** The rule of strict construction does not apply to this Agreement, and this Agreement shall be given a reasonable construction so that the intention of the Owner and Neighboring Owners is carried out.

9. **Notices.** All notices and other communications required, desired or advisable in connection with this Agreement shall be in writing, and shall be deemed given or delivered to the addressee thereof: (a) upon the earlier of the date (i) when personally delivered, (ii) when deposited with a reputable overnight courier service, delivery charges prepaid, or (iii) one day after the date when deposited in any main or branch United States post office located in the same state as is shown in the address to which directed (or on the third day after deposit if in a main or branch United States post office in any other state), certified or registered mail, postage prepaid; and (b) if addressed to the last known address of the addressee thereof. By notice complying with the requirements of this Section 9, any person shall have the right to change the address for all future notices or other communications and payments to such person; provided, however, that the designation of a change of an addressee or address, or both, by notice given hereunder shall not be effective until actually received by the other person.

IN WITNESS WHEREOF, Owner, Lessee and Neighboring Owners have executed this Declaration of Easements as of the date first above written.

OWNER:

ILLINOIS INSTITUTE OF  
TECHNOLOGY, an Illinois not-for-profit  
corporation

By: John P. Collins  
Title: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF COOK     )

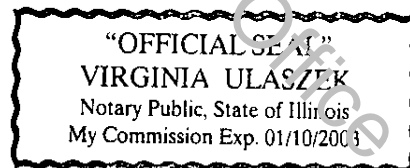
I, VIRGINIA ULASZEK, a Notary Public in and for the County and State aforesaid, do hereby certify that JOHN P. COLLINS, the VICE PRESIDENT of ILLINOIS INSTITUTE OF TECHNOLOGY, an Illinois not-for-profit corporation, appeared before me this day in person and acknowledged to me that he signed, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes set forth.

Given under my hand and notarial seal this 31st day of August, 2000.

Virginia Ulaszek  
Notary Public

My Commission expires:

1/10/2003



LESSEE:

MICHIGAN PLACE, LLC, an Illinois  
limited liability companyBy: Shorebank Development Corporation,  
Chicago, a Delaware corporation, its  
managing memberBy: Cynthia M. HollerIts: COOACKNOWLEDGMENT

STATE OF ILLINOIS )

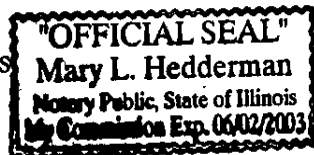
) SS.

COUNTY OF COOK )

I, MARY L. HEDDERMAN, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that CYNTHIA M. HOLLER as the ~~CHIEF OPERATING OFFICER~~ of **SHOREBANK DEVELOPMENT CORPORATION, CHICAGO**, a Delaware corporation, the managing member of **MICHIGAN PLACE LLC**, an Illinois limited liability company; 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 to me that she, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said limited liability company and as her own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 22<sup>nd</sup> day of August, 2000.

My Commission expires



Mary L. Hedderman  
Notary Public

NEIGHBORING OWNERS:

Lavern B. Jackson  
Lavern B. Jackson

Barbara Jackson  
Barbara Jackson

ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, MARY ANNE SMITH, a Notary Public in and for the County and State aforesaid, do hereby certify that LAVERN B. JACKSON and BARBARA JACKSON appeared before me this day in person and acknowledged to me that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes set forth.

Given under my hand and notarial seal this 24 day of August, 2000.

Mary Anne Smith  
Notary Public

My Commission expires:

May 26, 2002





NEIGHBORING OWNER:

Catherine Nathaniel  
Catherine Nathaniel

ACKNOWLEDGMENT

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF COOK     )

I, MARY FRANCES HEGARTY, a Notary Public in and for the County and State aforesaid, do hereby certify that CATHERINE NATHANIEL appeared before me this day in person and acknowledged to me that she signed, sealed and delivered said instrument as her free and voluntary act for the uses and purposes set forth.

Given under my hand and notarial seal this 18 day of September, 2000.

Mary Frances Hegarty  
Notary Public

My Commission expires:

5-20-03





CONSENT OF MORTGAGEE

The foregoing Access Easement Agreement is hereby consented to by the undersigned, being the Mortgagee under that certain Leasehold Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated as of March 2, 2000, made by Lessee and recorded in the office of the Cook County Recorder on March 3, 2000, as Document No. 00159028.

BANK ONE, NA

By: Allison B Clark  
 Title: Assistant Vice Pres.

Attest:

By: [Signature]  
 Title: Asst. Vice President

ACKNOWLEDGMENT

STATE OF ILLINOIS     )  
   ) SS.  
 COUNTY OF COOK        )

The foregoing Consent of Mortgagee was acknowledged before me on August \_\_\_\_, 2000, by ALLISON B. CLARK, a Asst. Vice President, and \_\_\_\_\_, a \_\_\_\_\_ Secretary of Bank One, NA.

[Signature]  
 Notary Public

SEAL:



## EXHIBIT A

### LEGAL DESCRIPTION OF MICHIGAN PLACE PREMISES

LOTS 10, 11, 13 TO 22, SOUTH 6 INCHES OF LOT 27, LOTS 29, 30, 31, 34 TO 39, 41 TO 50 ALSO LOTS 1, 2 AND 3 IN THE SUBDIVISION OF LOTS 23, 26 AND 27 (EXCEPT THE SOUTH 6 INCHES OF LOT 27), ALL IN BLOCK 1 IN CHARLES WALKER'S SUBDIVISION OF THAT PART NORTH OF THE SOUTH 60 ACRES OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND ALSO

ALL THOSE PORTIONS OF THE ALLEY LYING BETWEEN THE LOTS HEREIN DESCRIBED WHICH HAVE HERETOFORE BEEN VACATED BY THE CITY AND HAVE BEEN OR ARE HEREAFTER ACQUIRED BY LESSOR.

ADDRESS OF PROPERTY: Vacant Land Bounded by Michigan Avenue on the West, 32nd Street on the South, Indiana Avenue on the East and Lots 7 and 12 in Block 1 in Charles Walker's Subdivision on the North.

PINs:

17-34-102-002	17-34-102-024
17-34-102-003	17-34-102-025
17-34-102-004	17-34-102-026
17-34-102-005	17-34-102-030
17-34-102-006	17-34-102-032
17-34-102-008	17-34-102-033
17-34-102-009	17-34-102-035
17-34-102-010	17-34-102-036
17-34-102-011	17-34-102-037
17-34-102-012	17-34-102-038
17-34-102-013	17-34-102-039
17-34-102-014	17-34-102-040
17-34-102-015	17-34-102-041
17-34-102-018	17-34-102-042
17-34-102-022	17-34-102-043
17-34-102-023	17-34-102-044

## EXHIBIT B

### LEGAL DESCRIPTION - BENEFITTED PARCELS

#### Jacksons:

Lots 24, 25 and 28 in Block 1 in Charles H. Walker's Subdivision of that part North of the South 60 acres of the West ½ of the Northwest ¼ of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS OF PROPERTY: 3126 South Indiana Avenue, Chicago, Illinois

PINs: 17-34-102-027-0000, 17-34-102-028-0000, and 17-34-102-029-0000

#### Nathaniel:

Lot 40 in Block 1 in Charles H. Walker's Subdivision of that part North of the South 60 acres of the West ½ of the Northwest ¼ of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS OF PROPERTY: 3146 South Indiana Avenue, Chicago, Illinois

PINs: 17-34-102-034-0000

EXHIBIT C

ALLEY VACATION PLAT

[See Attached]

Property of Cook County Clerk's Office

37108

JOURNAL--CITY COUNCIL--CHICAGO

6/28/2000

Ordinance associated with this drawing printed on  
pages 37106 through 37107 of this Journal.

I DO NOT FIND ANY DELINQUENT GENERAL TAXES UNPAID  
CURRENT GENERAL TAXES DELINQUENT SPECIAL ASSESSMENTS  
OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE  
TRACT OF LAND IN THE ABOVE PLAT.

County Clerk  
DAVID J. COOK

DATE 02 Aug 2000

\*A\*  
C.H. Walker's Sub. of that part N. of S. 60 acres of W. 1/2,  
N.W. 1/4 of section 34-39-14.

\*B\*

Subdivision of Lots 23, 26 and 27 (except S. 6 inches of said  
lot 27) in Block 1 in C.H. Walker's Sub. of that part N. of S. 60  
acres etc. (See 'A').

Dr. No. 34-2-99-235

CITY OF CHICAGO  
APPROVE  
Superintendent of Maps  
August 2, 2000  
EXAMINER  
OF  
COOK SUBDIVISIONS  
COUNTY - ILLINOIS

I FIND NO DEFERRED INSTALLMENTS OF  
OUTSTANDING UNPAID SPECIAL ASSESSMENTS  
DUE AGAINST THE LAND INCLUDED IN THE  
ABOVE PLAT.

DEPT. OF REVENUE - CHICAGO

BY

S. MICHIGAN

See the dedicated map, which  
is filed in the City Clerk's  
Office, Cook County, Illinois.

E. 31st ST.

E. 32nd ST.

S. INDIANA

NORTH

Jackson  
Essement  
Existing Public Alley  
Nathaniel  
Essement

37108

JOURNAL--CITY COUNCIL--CHICAGO

6/28/2000

Ordinance associated with this drawing printed on pages 37106 through 37107 of this Journal.

Duplicate of  
Unrecorded  
Page for  
Readability

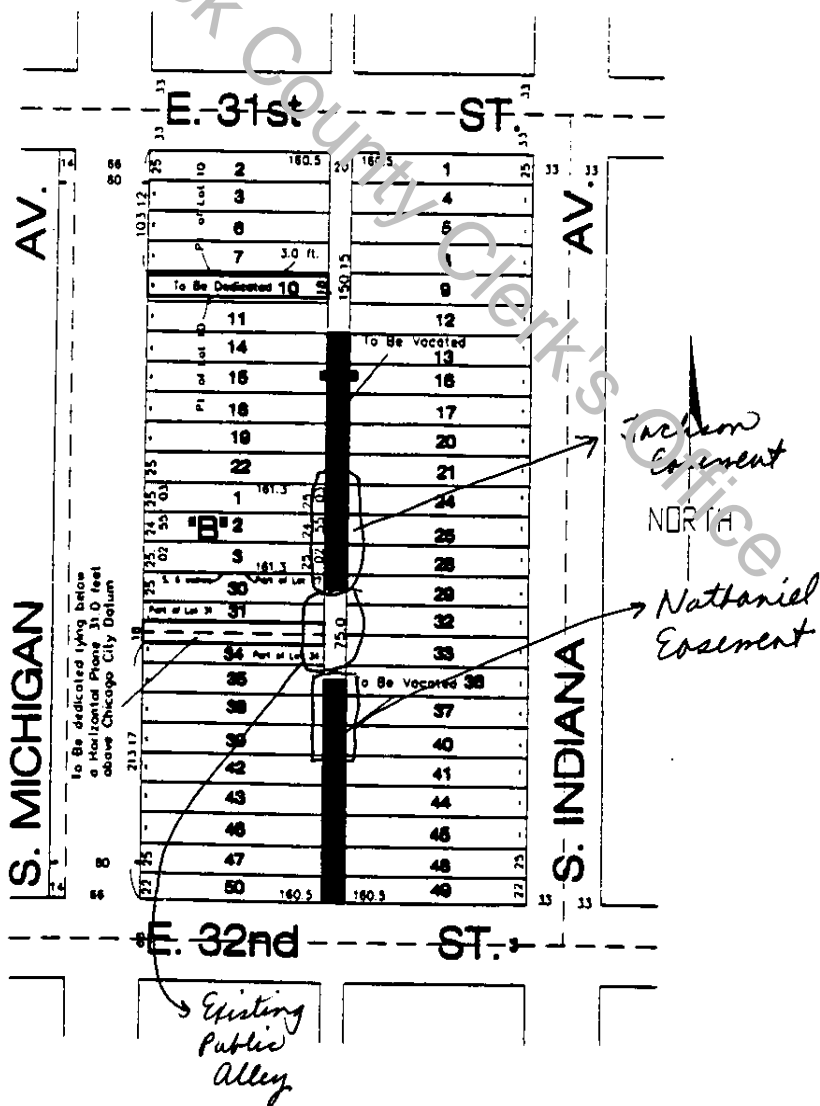
'A'

C.H. Walker's Sub. of that part N. of S. 60 acres of W. 1/2, N.W. 1/4 of section 34-39-14.

'B'

Subdivision of Lots 23, 26 and 27 (except S. 6 inches of said Lot 27) in Block 1 in C.H. Walker's Sub. of that part N. of S. 60 acres etc. (See 'A').

Dr. No. 34-2-39-2375



## EXHIBIT D

### LEGAL DESCRIPTION OF EASEMENT PARCELS

#### Jackson Easement:

That portion of the north-south 20-foot public alley vacated pursuant to the Ordinance adopted June 28, 2000 by the City Council of the City of Chicago, and recorded on August 3, 2000 as Document No. 00592591 lying (i) immediately adjacent to and west of Lots 24, 25 and 28 in Block 1 in Charles H. Walker's Subdivision of that part North of the South 60 acres of the West ½ of the Northwest 1/4 of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; (ii) north of a line 362.93 feet, more or less, south of the south line of East 31st Street; (iii) east of the east line of Lots 1, 2 and 3 in Subdivision of Lots 23, 26 and 27 (except the South 6 inches of said Lot 27); (iv) east of the east line of Lot 30 in Block 1 in C.H. Walker's Subdivision of that part North of the South 60 acres of the West ½ of the Northwest 1/4 of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and (v) south of a line drawn between the northeast corner of Lot 1 in said Subdivision of Lots 23, 26 and 27 and the northwest corner of Lot 24 in said C.H. Walker's Subdivision.

#### Nathaniel Easement:

That portion of the north-south 20-foot public alley vacated pursuant to the Ordinance adopted June 28, 2000 by the City Council of the City of Chicago, and recorded on August 3, 2000 as Document No. 00592591 lying (i) immediately adjacent to and west of the south half of Lot 36 and all of Lots 37 and 40 in Block 1 in Charles H. Walker's Subdivision of that part North of the South 60 acres of the West ½ of the Northwest 1/4 of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; (ii) south of a line lying 184.67 feet, more or less, north of a line drawn between the south lines of Lots 49 and 50 in Block 1 in C.H. Walker's Subdivision of that part North of the South 60 acres of the West ½ of the Northwest 1/4 of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; (iii) east of the east line of the south half of Lot 35 and all of Lots 38 and 39 in Block 1 in C.H. Walker's Subdivision of that part North of the South 60 acres of the West ½ of the Northwest 1/4 of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; and (iv) north of a line drawn between the southeast corner of Lot 39 in said C.H. Walker's Subdivision and the southwest corner of Lot 40 in said C.H. Walker's Subdivision.