

Doc#: 0614612094 Fee: \$78.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 05/26/2006 02:27 PM Pg: 1 of 10

**THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING, MAIL TO:**

Kenneth W. Bosworth, Esq.
Horwood Marcus & Berk Chtd.
180 N. LaSalle Street, Suit 3700
Chicago, Illinois 60601

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (this "Declaration") is made as of this 26th day of May, 2006 by California Parkway, LLC, an Illinois limited liability company ("Declarant").

RECITALS

WHEREAS Declarant is the sole owner of three parcels of real property designated as Lots 22, 23 and 24 (each, a "Lot," collectively, "Lots") legally described on Exhibit A-1, A-2 and A-3 attached hereto and made a part hereof;

WHEREAS Declarant desires to create easements over the Lots ("Easement Area") for the benefit of the Lots under the terms and conditions set forth herein and as depicted (by virtue of the cross-hatched section) on the Plat of Easement ("Plat") attached as Exhibit B.

A. Declaration of Easement (Lot 22). Declarant, for itself and its successors and assigns in title to all or any portion of Lot 22 (each such successor and assign, a "Lot 22 Owner") does hereby grant and convey to and for the benefit all of the Lots except for Lot 22 (collectively for this paragraph A only, the "Benefited Parcels") and all owners, tenants and occupants thereof from time to time, for themselves and their respective employees, agents, contractors, invitees, customers and licensees, a non-exclusive, perpetual easement appurtenant to the Benefited Parcels, over, upon and across that portion of the Easement Area contained in Lot 22 and access related thereto, for purposes of vehicular and pedestrian passage over Lot 22 for ingress and egress to, from and between Lot 22 and the Benefited Parcels. Declarant agrees that it will not allow, permit or suffer the erection of any permanent structures or any temporary or permanent borders or obstructions on Lot 22 which would prevent or impair the free flow of vehicular traffic to, from or between Lot 22 and the Benefited Parcel.

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B. Declaration of Easement (Lot 23). Declarant, for itself and its successors and assigns in title to all or any portion of Lot 23 (each such successor and assign, a "Lot 23 Owner") does hereby grant and convey to and for the benefit all of the Lots except for Lot 23 (collectively for this paragraph A only, the "Benefited Parcels") and all owners, tenants and occupants thereof from time to time, for themselves and their respective employees, agents, contractors, invitees, customers and licensees, a non-exclusive, perpetual easement appurtenant to the Benefited Parcels, over, upon and across the Easement Area contained in Lot 23 and access related thereto, as shown on the Easement Area for purposes of vehicular and pedestrian passage over Lot 23 for ingress and egress to, from and between Lot 23 and the Benefited Parcels. Declarant agrees that it will not allow, permit or suffer the erection of any permanent structures or any temporary or permanent borders or obstructions on Lot 23 which would prevent or impair the free flow of vehicular traffic to, from or between Lot 23 and the Benefited Parcel.

C. Declaration of Easement (Lot 24). Declarant, for itself and its successors and assigns in title to all or any portion of Lot 24 (each such successor and assign, a "Lot 24 Owner") (the Lot 22 Owner, Lot 23 Owner and Lot 24 Owner are hereinafter collectively referred to as the "Owners," or individually as an "Owner") does hereby grant and convey to and for the benefit all of the Lots except for Lot 24 (collectively for this paragraph A only, the "Benefited Parcels") and all owners, tenants and occupants thereof from time to time, for themselves and their respective employees, agents, contractors, invitees, customers and licensees, a non-exclusive, perpetual easement appurtenant to the Benefited Parcels, over, upon and across the Easement Area contained in Lot 24 and access related thereto, as shown on the Easement Area for purposes of vehicular and pedestrian passage over Lot 24 for ingress and egress to, from and between Lot 24 and the Benefited Parcels. Declarant agrees that it will not allow, permit or suffer the erection of any permanent structures or any temporary or permanent borders or obstructions on Lot 24 which would prevent or impair the free flow of vehicular traffic to, from or between Lot 24 and the Benefited Parcel.

D. Maintenance, Taxes and Insurance. Each of the Owners shall, at his sole cost and expense, maintain the Easement Area and access related thereto on those of the Lots he or it owns, subject to the easements herein created, in good condition and repair, including but not limited to maintaining, repairing and replacing, when needed, the surface of paved areas, removing snow and ice, removing all papers, debris and other rubbish from the paved areas and periodically sweeping the paved areas. Each of the Owners shall pay all taxes, assessments and charges of any type levied or made by any governmental body or agency and applicable to those of the Lots it owns. Each of the Owners shall procure from an insurance company authorized to do business in the State of Illinois and maintain, at all times during the existence of the easements herein created, comprehensive public liability and property damage insurance against claims of personal injury, death or property damage occurring upon thereof of the Lots it owns, with single limited coverage of not less than an aggregate of \$1,000,000.00.

E. Self Help. In addition to all other remedies available at law or in equity, upon failure of an Owner to cure a breach of his or her obligations hereunder within 30 days (or in the event of an emergency, 24 hours) following receipt of written notice thereof from another Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30 day period, and thereafter diligently pursues such cure to completion), the non-defaulting Owner(s) shall have

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the right to perform such obligation on behalf of the defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof, together with interest from and after the date of completion of performance of the obligation on behalf of the defaulting owner, at the prime rate charged from time to time by Chase Bank (or any successor thereof), plus 2% (not to exceed the maximum rate of interest allowed by law).

F. Indemnification. Each of the Owners agrees to indemnify and hold harmless the other Owners and their tenants from any and all damages, costs, claims, liabilities or expenses, including the cost of reasonable attorneys' fees that the indemnified party may incur, arising out of or relating to any injury to person or property as a result of the indemnifying parties' use of the easement rights granted herein, except as may result from the negligent or intentional misconduct of the indemnified party.

G. No Agency. Nothing in this Declaration shall be deemed or construed by any of the Owners or by a third person to create a relationship of principal and agent or of limited or general partners or of joint ventures or of any other association among the Owners.

H. Notices. All notices hereunder shall be in writing and sent by United States certified or registered mail, postage prepaid, by facsimile (as long as followed by delivery of a copy of the notice and facsimile confirmation report by U.S. Mail) or by overnight delivery service providing proof of receipt, addressed to the last known address of such recipient.

I. Running of Benefits and Burdens. It is intended that the easements set forth herein and the terms, covenants and conditions thereof, shall run with the land and create equitable servitudes in favor of the Lots, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs and personal representatives.

J. Amendment. The provisions of this Declaration may only be modified, amended or terminated, in whole or in part, by the written consent of all record owners of all of the Lots, evidenced by a document that has been fully-executed and acknowledged by all such record owners and recorded in the official records of the County Recorder of Cook County, Illinois.

K. Severability. Each provision of this Declaration and the application thereof to each of the Lots are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

L. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any of the Lots to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third-party person, nor shall any third party person be deemed to be a beneficiary of any of the provisions contained herein.

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M. Estoppel Certificates. Each of the Owners, from time to time, of all or any portion of any of the Lots shall deliver to the other Owner an estoppel certificate duly signed by such Owner and stating whether there are any defaults or sums of money due under this Declaration.

N. Declaration of Condominium. At such time as a declaration of condominium which submits all or any portion of the Lots to the Illinois Condominium Property Act is recorded, this Declaration of Easement and the Plat will automatically be terminated and the easements granted herein shall be extinguished.

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IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date hereof.

DECLARANT

California Parkview, LLC, an Illinois limited liability company

By: Zlatko Trifunovski
Name: Zlatko Trifunovski
Its: Manager


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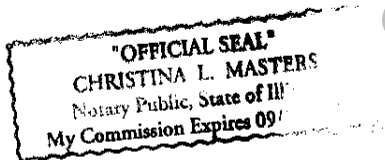
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Zltako Trifunovski, as a Manager of California Parkview, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth;

GIVEN under my hand and seal this 26th day of May, 2006.



Notary Public



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EXHIBIT A-1

LOT 22 (EXCEPT THE SOUTH 1.00 FOOT OF THE WEST 109.71 FEET AND SOUTH 7.75 FEET OF THE EAST 22.24 FEET THEREOF) IN BLOCK 1 IN MCMAHON'S SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1655 S. CALIFORNIA AVENUE, CHICAGO, ILLINOIS

PIN: 16-24-400-020-0000

EXHIBIT A-2

THE SOUTH 1.00 FOOT OF THE WEST 109.71 FEET AND THE SOUTH 7.75 FEET OF THE EAST 22.24 FEET OF LOT 22, LOT 23 (EXCEPT THE SOUTH 2.00 FEET OF THE WEST 109.71 FEET THEREOF), AND THE NORTH 0.75 FEET OF THE EAST 22.16 FEET OF LOT 24 IN BLOCK 1 IN MCMAHON'S SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1657 S. CALIFORNIA AVENUE, CHICAGO, ILLINOIS

PIN: 16-24-400-021-0000

EXHIBIT A-3

THE SOUTH 2.00 FEET OF THE WEST 109.71 FEET OF LOT 23 AND LOT 24 (EXCEPT THE NORTH 0.75 FEET OF THE EAST 22.16 FEET THEREOF) IN BLOCK 1 IN MCMAHON'S SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

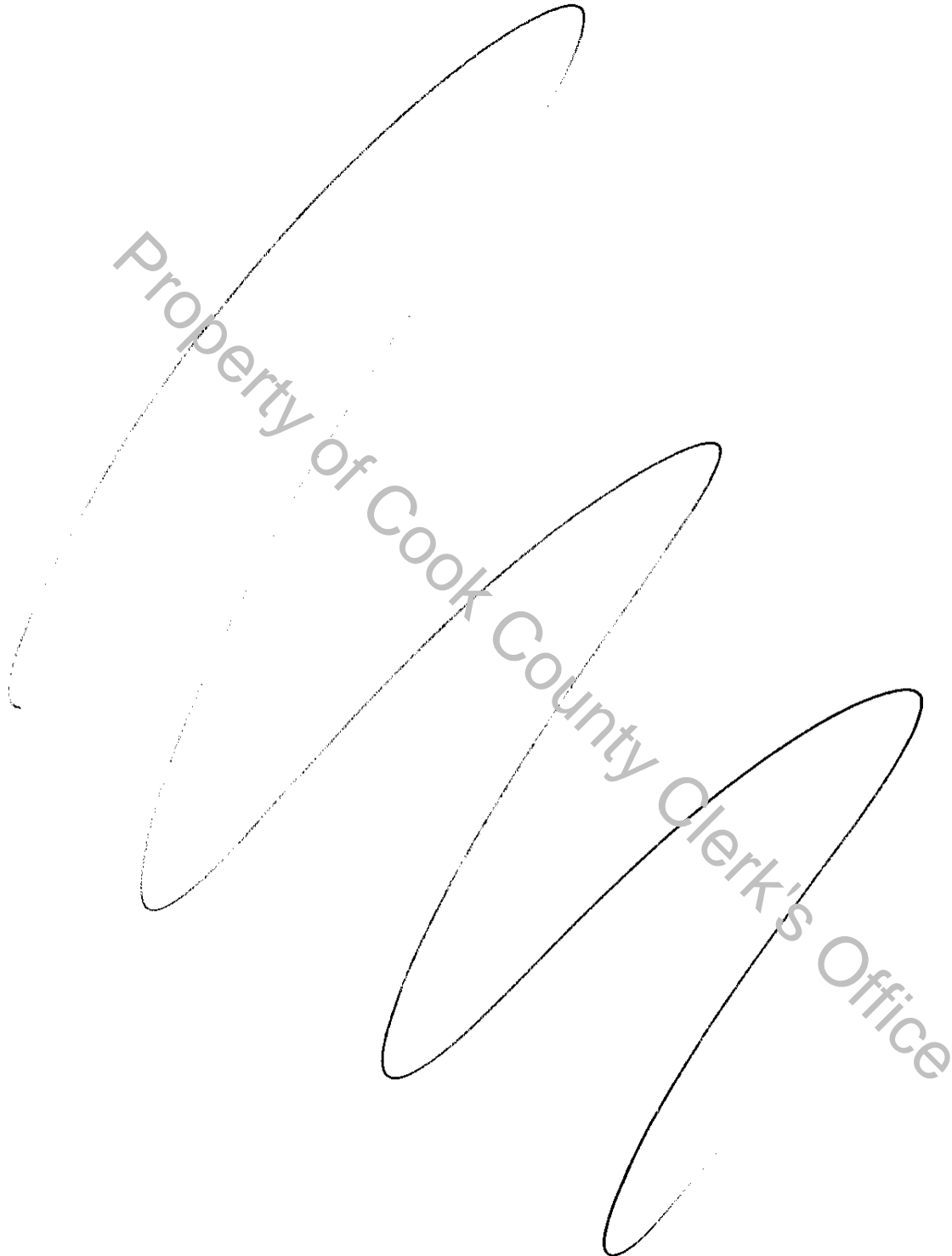
COMMONLY KNOWN AS: 1659 S. CALIFORNIA AVENUE, CHICAGO, ILLINOIS

PIN: 16-24-400-021-0000

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EXHIBIT B

Plat of Easement



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OVERSIZE

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EXHIBIT

FORWARD

TO PLAT COUNTER

FOR SCANNING

RECORDED DATE _____

CASHIER # / NAME _____