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Prepared by and return to:

Bruce N. Tinkoff Tinkoff, Popko and Associates 413 East Main Street Barrington, IL 60010

Doc#: 0714222030 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/22/2007 11:41 AM Pg: 1 of 12

 For	Recorder's	Use	

DECLARATION OF CROSS EASEMENT FOR INGRESS AND EGRESS

THIS DECLARATION, made and entered into as of the 15th day of May 2007, by HARRIS, N.A., as Trustee, under frust Agreement dated June 1, 2006, and known as Trust No. HTB-1845, of 201 South Grove Avenue Barrington, Illinois 60010 ("Declarant").

WITNESSET A THAT:

WHEREAS, Declarant is the legal title holder of two parcels of real estate being developed as the Monogram North Condominiums and the Monogram South Condominiums; and

WHEREAS, the underlying land of the Monogram North Condominiums (hereinafter referred to as "Monogram North") is located in the City of Chicago, County of Cook, and State of Illinois and legally described as follows:

Monogram North:

Lot 2 in O'Donnell's Resubdivision of Lots 1, 2, 3 and 4 in O'Donnell's Subdivision of Lots 13, 14, 15 and the South 9 feet of Lot 16 in Block 8 in Pryor and Hopkins' Subdivision of the West half of the Northwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

CKA: 4051-53 South Michigan Avenue, Chicago, Illinois 60653

PIN: 20-03-108-013-0000

WHEREAS, the underlying land of the Monogram South Condominiums (hereinafter referred to as "Monogram South") is located in the City of Chicago, County of Cook, and State of Illinois, and legally described as follows:

Monogram South:

Lot 1 in O'Donnell's Resubdivision of Lots 1, 2, 3 and 4 in O'Donnell's Subdivision of Lots 13, 14, 15 and the South 9 feet of Lot 16 in Block 8 in Pryor and Hopkins' Subdivision of the West half of the Northwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

CKA: 4057 South Michigan Avenue/104 - 108 East 41st Street, Chicago, Illinois 60653

PIN: 20-63-108-014-0000

WHELF AS, said Monogram North and Monogram South (hereinafter jointly referred to as the "Properties") are adjacent to each other; and

WHEREAS, it is the intention of the Declarant to create an easement for the mutual benefit of Monogram North and Monogram South over portions of the Properties as set forth in Exhibits "A" and "B", attached hereto (recreinafter said parcels described in Exhibits "A" and "B" are jointly referred to as the "Easement Parcel"), and

WHEREAS, it is the desire and intention of the Declarant to provide for and allow the Easement Parcel to be used by the Properties as a shared driveway allowing for ingress and egress to and from the public alley located behind the Properties; for vehicular turn around and movement to facilitate access to and from parking spaces and a Jjacent thereto on the Properties (hereinafter the "Driveway Uses"); and

WHEREAS, it is the intention of the Declarant to provide for the maintenance and operation of the entryway and driveway improvements located thereon from time to time (hereinafter the "Driveway Uses"); and

WHEREAS, the Easement Parcel is or will be improved with a hard surface asphalt driveway (hereinafter the "Driveway Improvements"); and

WHEREAS, as used herein, the term "Maintain" or "Maintenance" shall include and refer to activities to maintain, restore, repair, reconstruct and replace the Driveway Imp ovements.

NOW, THEREFORE, Declarant, as the legal title holder heretofore described, and for the purposes above set forth, DECLARES AS FOLLOWS:

1. Declarant, expressly intends to, and by recording this Declaration of Cross Easement for Ingress and Egress, does hereby grant and convey to Monogram North, its successors and assigns, a perpetual, non-exclusive easement appurtenant to Monogram North, for the Driveway Uses, over, upon and across that portion of Monogram South described on Exhibit "A" attached hereto and made a part hereof (the "Monogram North Easement Parcel"), to allow, provide and facilitate the Driveway Uses to and from the Monogram North and the Monogram South parcels and the public alley located behind the Properties commonly known as 4051 - 4057 South Michigan

Avenue and 104 - 108 East 41st Street, Chicago, Illinois, and to operate, use, maintain, restore, repair, reconstruct and replace the Driveway Improvements.

- 2. Declarant, further expressly intends to, and by recording this Declaration of Cross Easement for Ingress and Egress, does hereby grant and convey to Monogram South, its successors and assigns, a perpetual, non-exclusive easement appurtenant to Monogram South, for the Driveway Uses, over, upon and across that portion of Monogram North described on Exhibit "B" attached hereto and made a part hereof (the "Monogram South Easement Parcel"), to allow, provide and facilitate the Driveway Uses to and from the Monogram North and the Monogram South parcels and the public alley located behind the Properties commonly known as 4051 4057 South Michigan Avenue and 104 108 East 41st Street, Chicago, Illinois, and to operate, use, maintain, restore, repair, reconstruct and replace the Driveway Improvements.
- The Monogram North Easement Parcel and the Monogram South Easement 3. Parcel shall collectively be referred to herein as the "Easement Parcel." Commencing with the execution of this Agricement, Monogram North and Monogram South, or their successors and assigns, shall have a mutual obligation to repair, restore, replace and maintain the Driveway Improvements to provide an unobstructed and good right of ingress and egress to and from the public alley and to accommodate and provide for the other Driveway Uses (the "Maintenance Obligation"), which shall be subject to reimbursement as hereinafter provided. The Maintenance Obligation shall include, without limitation, patching, resurfacing, striping, snow and ice removal, as well as procurement and maintenance of at all times the insurance provided for herein. The Maintenance Obligation shall be undertaken to as to interfere with, as little as practicable, the rights of the parties pursuant to this Agreement and with the operations of the Properties. The Monogram North Condominium Association and the Monogram South Condominium Association shall act reasonably in carrying out the Maintenance Obligation and with respect to any single expenditure exceeding \$5,000.00, shall obtain the consent of the ciner party, which consent shall not be unreasonably delayed or withheld. Any contractor perforring maintenance must carry general liability insurance with a combined limited of \$1,000,000.00 per occurrence and name both Associations as an additional insured (on a primary and non-contributory basis).
- (b) Each condominium association shall be responsible for one-half (1/2) of the ongoing Maintenance Obligation. Payment for reimbursement for the ongoing costs of the Maintenance Obligation shall be due within ten (10) days after written demand is made upon the other association for such reimbursement. Demand for the other Association's share of the Maintenance Obligation shall be made not more frequently than quarterly, but may, at the requesting Association's option be made less frequently. In the event the other Association shall fail to make payment when required, the requesting Association shall be entitled to the rights set forth herein. Notwithstanding anything herein contained to the contrary, nonpayment shall not permit the other party to terminate the easement rights granted in this Declaration, or in any way to obstruct or interfere with such rights.
- 4. The Declarant acknowledges that the exclusive use of the Monogram North Easement Parcel or the Monogram South Easement Parcel is not hereby granted and is expressly excluded; therefore, each party hereto reserves the right to utilize the portion of the Easement Parcel located on its Parcel for any use which is not inconsistent with the easement rights granted in this

Declaration. In connection therewith, it is recognized that either condominium association may maintain storm water and/or utility transmission lines which, from time to time, exist within the Easement Parcel. In the event either party is required to access the underground storm water or utility transmission lines, it shall do so to minimize interruption in use of the Driveway Improvements and such party shall be responsible for the restoration of the Driveway Improvements to their condition prior to such party's activity. To the extent storm water or utility transmission lines provide benefit to both or either of the parties, the cost to repair or restore the storm water or utility transmission line and the Driveway Improvements shall be a shared expense. However, notwithstanding anything in this Declaration to the contrary, neither party shall obstruct or allow its homeowners, agents, employees, invitees or contractors to obstruct the free flow or traffic within the Easement Parcel, acknowledging that each Parcel relies on the Driveway Improvements for access to the Parcel of each, including access to parking areas on each Parcel and the receipt of deliveries to the homeowners. It is expressly understood that the Easement Parcel may be used for turning or turnar and movements of vehicles, including delivery vehicles accessing the building, which turning or turn round movements may create a momentary and permissible obstruction. However, vehicles shall not be allowed to park unattended in the Easement Parcel in the process of making deliveries.

5. In the event of an emergency requiring maintenance or repair of the Driveway Improvements, if any, either party may perform such Maintenance and pay any and all costs and charges associated therewith subject to recovery for one-half of the cost of the same, as provided hereinbefore and hereinafter.

Subject to the provisions of Paragraph 7 hereof, in the event either party hereto interferes with or refuses to allow or fails to perform required maintenance or a party's actions result in a material interference with the rights granted to the other party by this Agreement or with the use or operation of the other party's Parcel or the improvements located thereon from time to time, but does not result in an emergency, the other party may notify the party in default in writing of such failure. In the event the party in default fails to remedy such default within ten (10) business days after receipt of such notice or, if such default cannot be cured within ten (10) business days, in the event the party in default fails to commence the cure of such default within such ten (10) business day period and diligently pursue such cure to completion, the other party may, at its option, perform the obligation which the party in default has failed to properly perform hereunder and pay any and all costs and charges associated therewith.

In any event described in this Paragraph 5, the performing party shall be entitled to recover from the other party (net of any portion which the performing party would have been responsible under the general terms of this Agreement), the charges, fees, costs, and expenses incurred by the performing party (including, if the other party is in default, reasonable attorney's fees) in connection therewith, together with interest thereof at the Default Rate of Interest (as hereinafter defined) from the date of payment. Such charges, fees, costs, expenses and interest shall be paid by the other party within ten (10) days after receipt of a statement thereof from the performing party. For the purposes hereof, the term "Default Rate of Interest" shall be two percent (2%) in excess of the rate of interest from time to time announced by the Wall Street Journal as its prime rate.

- 6. Each party hereto may give the holder of any mortgage to which the Parcel owned, by the other party is subject, by registered or certified mail, a copy of any notice or claim of default served by the party giving such notice upon the other party, provided that prior to such notice the party giving such notice has been notified in writing of the name and address of such mortgage holder. Each party hereto further agrees that if the other party shall have failed to cure any default within the pertinent period permitted by Paragraph 5 hereof, then the holder of any mortgage to which the Parcel owned by the other party is subject shall have an additional ten (10) days within which to cure or correct such default (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if such holder of such mortgage has commenced within such ten (10) days and is diligently pursuing the remedies or steps necessary to cure such default, including the time necessary to obtain possession if possession is necessary to cure or correct such default, but in no event more than an additional thirty (30) days.
- 7. If either party hereto fails to perform in a timely manner any of the obligations to be performed by such party under this Declaration and such failure is due in whole or in part to any strike, lockout, labor cruble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by the other party (or such other party's homeowners, agents, licensees, invitees or contractors) or any other cause beyond the reasonable control of the non-performing party, then the non-performing party shall not be deemed in default hereunder as a result of such failure. To a foregoing shall not excuse any failure to make any payment of money in a timely manner.
- 8. This Agreement shall be governed and interpreted under the laws of the State of Illinois. It is further understood and agreed that all provisions of this Agreement, including the benefits and burdens set forth herein, are appurtenant to and shall run with the land and be binding upon and inure to the benefit of the successors and assigns of all parties hereto.
- 9. The provisions of this Agreement shall be given e reasonable construction to carry out the intentions of the parties hereto to confer a commercially usable right of enjoyment on the owners of each of the Parcels.
- 10. Each party, with respect to its portion of the Easement Parcel, shall comply with all applicable laws, rules, regulations and requirements of public authorities and shall indemnify, defend and hold each other harmless from and against any and all claims, demands, losses, damages, liabilities and expenses (including but not limited to, court costs and reasonable attenney's fees) arising out of or in any way related to a party's or their agent's negligent use of or damage to the Driveway Improvements, if any.
- 11. In the event any party to this Declaration seeks to enforce the terms and provisions hereof, the prevailing party shall be entitled to the recovery of any and all reasonable attorney's fees and court costs incurred in connection with such action.
- 12. Any notice, demand or request which may be permitted, required or desired to be given in connection therewith shall be given in writing and directed to the registered agents of

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Monogram North Condominium Association and Monogram South Condominium Association, respectively.

- 13. If any term or provision of this Declaration shall, to any extent be held invalid or unenforceable, the remaining terms and provisions of this Declaration shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the full extent permitted by law.
- 14. Assignment. The Declarant acknowledges and agrees that the terms and conditions of this Agreement shall be binding upon future owners of the Monogram North Parcel and the Monogram South Parcel.

	DOE the Design of the day
and year first above written.	EOF, the Declarant has hereto executed this Declaration as of the day SEE EXCULPATORY RIDER ATTACHED
and year first above writish.	HERETO AND MADE A PART HEREOF Harris, N.A., not personally, but solely as
	Trustee under that certain Trust Agreement dated June 1, 2006, and known as Trust
	Number HTB-1845
	By: Mungh. Brug
	Harry M. Bray, Third Officer?
	Onda Dishi Wilson, Više President
STATE OF ILLINOIS	
COUNTY OF COOK	SS
The undersigned, a N certify thatUnda Diehl Wils	Notary Public in and for the County and State aforesaid, do hereby on, Vice President of Harris, N.A., as Trustee,
instrument as such Trustee, a signed and delivered the said	be the same person whose name is subscribed to the foregoing opeared before me this day in person and acknowledged that (s) he instrument as his/her own free and voluntary act, as the free and for the uses and purposes therein set forth.
GIVEN, under my har	nd and Notarial Seal
	Calores a. Karinke
	Notary Public

"OFFICIAL SEAL"
Dolores A. Korinke
Notary Public, State of Illinois
My Commission Exp. 06/16/2008

My Commission Expires: ____

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EXCULPATORY RIDER

This instrument is executed by the Harris, N.A., as Trustee under the provisions of a Trust Agreement dated , not personally, but solely as Trustee aforesaid, in the , and known as Trust no. HTB 1845 6/1/06 exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris, N.A. warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris, N.A. in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described he ein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforce ble against the Harris, N.A. on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmenta or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including anorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto ar expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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STATE OF ILLINOIS	SS
COUNTY OF COOK)	55
	CONSENT OF MORTGAGEE
and Leases, Security Agreement a dated as of June 7, 200 6 and hereby consents to the execution, Ingress and Egress (the "Agreemed Agreement and is subordinate to IN WITNESS WHERI Declaration of Cross Fasement for	St Company, holder of a certain Mortgage and Assignment of Rents and Fixture Financing Statement (the "Mortgage") on the Property Precorded June 26, 2006, as Document No. 0617704197, delivery and recording of the Declaration of Cross Easement for ent") and agrees that the lien of the Mortgage is subordinate to the the provisions of the Illinois Condominium Property Act. EOF, the Private Bank and Trust Company has caused this or Ingress and Egress to be signed by its duly authorized officer on day of May , 2007.
Ox	THE PRIVATE BANK AND TRUST COMPANY By: MANAGING DIRECTOR
STATE OF ILLINOIS) COUNTY OF COOK)	ss
that he signed, sealed and deliver voluntary act of said bank, for the	the MANGING DESCION of The Private Bank and Trust appeared before me this day in person and acknowledged ed said instrument as his free and voluntary act, and as the free and the uses and purposes therein set forth. and notarial seal this day of May 2007.
OFFIC ANNA	CIAL SEAL" O. KOWAL Olic, State of Illinois On Expires 3-14-2010 My Commission Expires: 3/14/2010

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EXHIBIT "A"

MONOGRAM NORTH EASEMENT

Easement for Ingress and Egress:

That part of Lot 2 in O'Donnell's Resubdivision of Lots 1, 2, 3 and 4 in O'Donnell's Subdivision of Lots 13, 14, 15 and the South 9 feet of Lot 16 in Block 6 in Pryor and Hopkins' Subdivision of the West half of the Northwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meriatan, in Cook County, Illinois, described as follows:

Beginning at the Scorbeast corner of said Lot 2; thence West along the South line of said Lot 2, a distance of 55.55 feet; thence North along a line making an angle of 89 degrees, 56 minutes, 13 seconds, measured counter-clockwise, East to North from the last described course, a distance of 18.18 feet; thence East along 5 line making an angle of 90 degrees, 03 minutes, 16 seconds, measured counter-clockwise, South to East from the last described course, a distance of 35.00 feet to the exterior face of wall of a brick parking garage; thence South at right angles to the last described course, being along the said exterior face of garage, a distance of 5.18 feet to the Southwest corner of said garage; thence East along a line making an angle 90 degrees, 03 minutes, 50 seconds, measured clockwise, North to East from the last described course, being along the South exterior face of wall of said garage, a distance of 7.38 feet; thence South, departing the said face of wall at right angles, a distance of 4.00 feet; thence East at right angles to the last described course, a distance of 13.15 feet to a point on the East line of aforesaid Lot 2; thence South along the said East line of Lot 2, a distance of 8.97 feet to the point of orginning.

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EXHIBIT "B"

MONOGRAM SOUTH EASEMENT

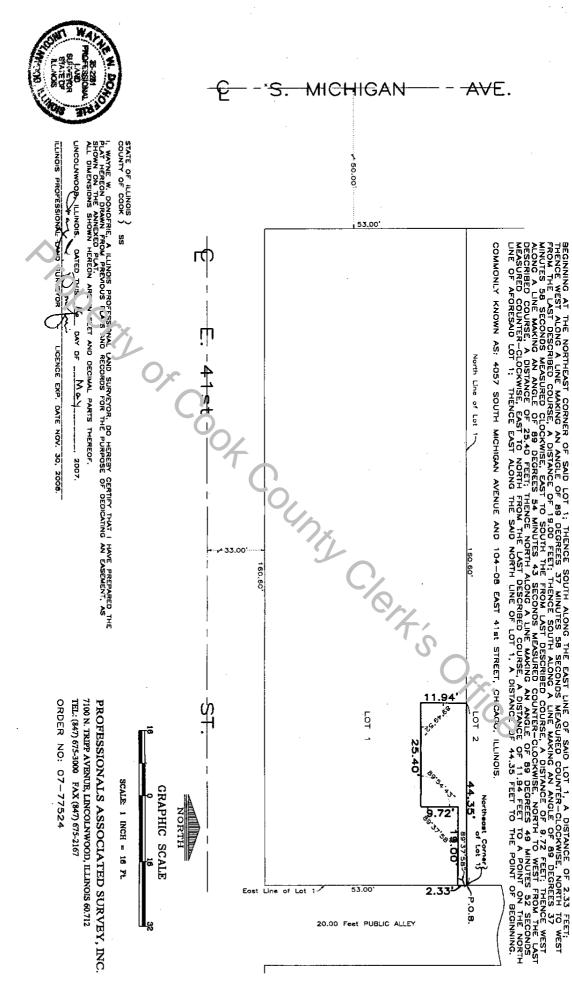
Easement for Ingress and Egress:

That part of Lot 1 in O'Donnell's Resubdivision of Lots 1, 2, 3 and 4 in O'Donnell's Subdivision of Lots 13, 14, 15 and the South 9 feet of Lot 16 in Block 6 in Pryor and Hopkins' Subdivision of the West half of the Northwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at the Northeast corner of said Lot 1; thence South along the East line of said Lot 1, a distance of 2.35 feet, thence West along a line making an angle of 89 degrees, 37 minutes, 58 seconds, measured counter-clockwise, North to West from the last described course, a distance of 19.00 feet; thence South along a line making an angle of 89 degrees, 37 minutes, 58 seconds, measured clockwise, East to South from the last described course, a distance of 9.72 feet; thence West along a line making an angle of 89 degrees, 54 minutes, 43 seconds, measured counter-clockwise, North to West from the last described course, a distance of 25.40 feet; thence North along a line making an angle of 89 degrees, 4 minutes, 52 seconds, measured counter-clockwise, East to North from the last described course, a distance of 11.94 feet to a point on the North line of aforesaid Lot 1; thence East along the said North line of Lot 1, a distance of 44.35 feet to the point of beginning.

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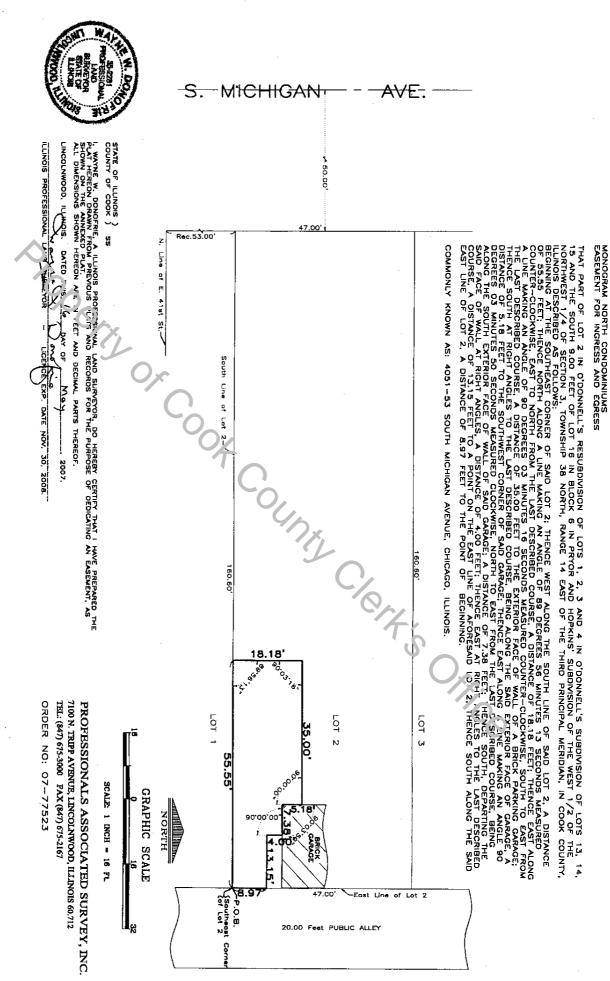
THAT PART OF LOT 1 IN O'DONNELL'S RESUBDIVISION OF LOTS 1, 2, 3 AND 4 IN O'DONNELL'S SUBDIVISION OF LOTS 13, 14, 15 AND THE SOUTH 9.DO FEET OF LOT 16 IN BLOCK 6 IN PRYOR AND HOPKINS' SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

OF EASEMENT

MONOGRAM SOUTH CONDOMINIUMS EASEMENT FOR INGRESS AND EGRESS

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AT OF EASEMENT