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Cook County Recorder of Deeds  
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EASEMENT AGREEMENT

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## EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this    day of September, 2004 by and between YOLANDA LORENTE and The 59-65 East Cedar Condominium Association:

### WITNESS THE PARTIES:

WHEREAS, YOLANDA LORENTE (Lorente) is the owner of a certain parcel of real state situated in the City of Chicago, the legal description for which is identified as First Parcel on Exhibit A attached hereto, and;

WHEREAS, 59-65 East Cedar Condominium Association (Condominium) is the owner of a certain parcel of real estate adjacent to the west of the First Parcel, the legal description for which is identified as the Second parcel on Exhibit A attached hereto, and;

WHEREAS, at the present time there is situated upon so much of both parcels, a means of access principally for the benefit of the Condominium parcel, but to which access to a portion thereof is available for use by the Lorente parcel, and;

WHEREAS, the Parties have determined that it is in their best interest to create and establish for the principal use of Condominium a wood and metal means of ingress and egress for the benefit of Condominium, but which would also permit egress to the initial landing for Lorente as a means of evacuating the Lorente building in an emergency.

### NOW THEREFOR IT IS AGREED AS FOLLOWS

- (1) The recitals set forth above are incorporated into and made an internal part of this instrument.
- (2) The contemplated structure when it is completed shall include an entry gate located on the ground which said gate shall have a locking mechanism installed which will require a key to obtain access to the stairway from ground level, but which said gate will open from the stairway without the necessity of having a key. The keys shall belong exclusively to the Condominium and Lorente shall not have any right to have an access key.
- (3) All costs incurred in the erection of the aforesaid stairway shall be borne by Lorente including, and limited to actual construction costs, Architectural



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fees, Permit charges and legal fees. Neither Lorente or Lorente's Architect or Attorney shall be responsible for any code compliance issues or egress issues within the interior of the existing Condominium structure and West of the East exterior condominium wall.


- (4) All of the work performed shall be under the observation of Lorente's Architect. Releases of lien for labor and materials shall be secured and copies delivered to the parties following the completion of the work
- (5) The expense and cost of maintaining the said stairway to the extent that any portion thereof shall be a shared use shall be shared equally by the parties. To the extent that any portion of the stairway serves only one of the buildings, then the costs for the maintenance of that portion of the staircase shall be the responsibility of party having the benefit thereof. The painting of the stairway shall at all times be uniform and the color as initially installed shall not be changed without the agreement of both parties. The Inspection as required by the City of Chicago, after project completion shall be the responsibility of the Condominium
- (6) Each Party to be solely responsible for any and all accidents, injuries, or claims that might arise as the result of the use of the stairway by the agents, owners, and invitees of the respective Parties.
- (7) This agreement to the extent that it provides a means of emergency egress on the part of the occupants of the Lorente parcel over and upon the property belonging to Condominium shall be understood to constitute an easement, which said easement shall run with the land and shall be binding upon the owners, their heirs, successors, and assigns.

IN WITNESS WHEREOFF, the Parties hereto have affixed their signature on the date first above written.

The 59-65 East Cedar Street Condominium Association

By:   
 Blair Reichman, President   
BLAIR A. RIECKMANN

\_\_\_\_\_  
 Yolanda Lorente

Attest:   
 Sean McCarthy



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## EXHIBIT A

### FIRST PARCEL

67 East Cedar Street, Chicago, Illinois

The East 12 Feet of Lot 7 and the West 8 Feet 2 and ½ inches of Lot 8 in Block One in Potter Palmer's Lake Shore Drive Addition to Chicago, said Addition being a Subdivision of parts of Block 3 and 7 in Canal Trustee's Subdivision of the South Fractional ¼ of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 17-03-202-021-0000

### SECOND PARCEL

59-65 East Cedar Street, Chicago, Illinois

Unit Numbers 59-1A, 59-2A, 59-3A, 59-4A, 61-1A, 61-2A, 61-3A, 61-4A, 63-1A, 63-2A, 63-3A, 63-4A, 65-1A, 65-2A, 65-3A, 65-4A, 59-1B, 59-2B, 59-3B, 59-4B, 61-1B, 61-2B, 61-3B, 61-4B, 63-1B, 63-2B, 63-3B, 63-4B, 65-1B, 65-2B, 65-3B & 65-4B in the 59-65 East Cedar Street Condominium, as delineated on a survey of the following described Real Estate: The East 14 Feet of Lot 3 and all of Lots 4, 5, and 6 and the West 8 Feet of Lot 7 in Block One in Potter Palmer's Lake Shore Drive Addition to Chicago. Said Addition being a subdivision of part of Blocks 3 and 7 in Canal Trustee's Subdivision of the South Fractional ¼ of Section 3, Township 39 North, Range 14 East of the Third principal Meridian, in Cook County, Illinois. Which survey is attached as Exhibit A to the Declaration of Condominium recorded as Document 26730693 together with its undivided interest in the Common Elements.

PIN 17-03-202 067 1001 though and including 1032

Prepared by: John C. Dugan, 1000 Skokie Boulevard, Wilmette, Illinois 60091

After Recording Mail to:

Mr. Mike Dolphin  
Regent Realty  
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