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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/14/2008 11:22 AM Pg: 1 of 7

## AGREEMENT

THIS AGREEMENT ("Agreement") is made as of this 12<sup>th</sup> day of March, 2008 between 840 N. Lake Shore Condominium Association, an Illinois not-for-profit corporation ("Association") and Bruce W. White and Elizabeth E. White (collectively, "Owner").

WHEREAS, the real estate described on Exhibit A hereto and commonly known as 840 N. Lake Shore Drive, Chicago, Cook County, Illinois was submitted to the Condominium Property Act of the State of Illinois pursuant to a Declaration of Condominium Ownership recorded in the office of the Recorder of Deeds of Cook County, Illinois on September 11, 2003 as Document Number 0325432161.

WHEREAS, Owner is the owner of Unit 2601 ("Unit 2601") in the 840 N. Lake Shore Drive Condominium building (the "Building") located at 840 N. Lake Shore Drive, Chicago, Cook County, Illinois.

WHEREAS, an outdoor terrace adjoins and serves Unit 2601.

WHEREAS, Owner has installed a barbecue grill on the east side of the Unit 2601 south terrace, and a wet bar on the west side of the Unit 2601 south terrace.

WHEREAS, the Unit 2601 terrace was designed and built with multiple tie-back anchors, mounted in the structural slab under the Unit 2601 terrace, so that ropes and cables for window-washing and swing stages can be attached to those tie-back anchors.

THIS INSTRUMENT WAS PREPARED BY AND  
AFTER RECORDING RETURN TO:

DAVID SUGAR  
ARNSTEIN & LEHR LLP  
120 S. RIVERSIDE PLAZA, STE 1200  
CHICAGO, IL 60606  
RECORDER'S BOX 378

COMMON ADDRESS  
840 N. Lake Shore Drive  
Chicago, Illinois 60611  
Unit 2601

PIN: 17-03-228-033-4072

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WHEREAS, Owner's barbecue grill obstructs access between the Building's roof and the Unit 2601 terrace, and Owner's barbecue grill and wet bar both obstruct access to tie-back anchors mounted in the Unit 2601 terrace.

WHEREAS, in order to induce the Association to allow Owner to retain the barbecue grill and the wet bar in their current locations, the Owner (a) has installed and made available a service ladder and platform over the barbecue grill to enable the Association and its contractors to readily move between the Building's roof and the Unit 2601 terrace in connection with window washing and other Building maintenance activities, and (b) is willing to install two additional tie-back anchors on the Unit 2601 terrace, all on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Barbecue Grill and Wet Bar.** Conditioned on Owner's compliance with all of the provisions of this Agreement and subject to the provisions of Section 5 hereof, the barbecue grill and wet bar may remain in their current locations on the Unit 2601 terrace.
2. **Additional Tie-Back Anchors.** On or before April 15, 2008, the Association will cause its safety equipment consultant, Pro-Bel (USA), to fabricate, install and safety-test one additional tie-back anchor, similar to the existing tie-back anchors on the Unit 2601 terrace, on the west side of the Unit 2601 south terrace and one additional tie-back anchor on the east side of the Unit 2601 south terrace (collectively, the "Additional Anchors"). Upon request therefor supported by a written proposal from Pro-Bel (USA), the Owner will pre-pay to Pro-Bel (USA) the full cost of fabricating, installing and safety-testing the Additional Anchors. Owner shall, at Owner's sole cost and expense, remove, replace and/or modify the pavers on the Unit 2601 terrace to the extent necessary to accommodate the Additional Anchors. Owner shall not cover or obstruct access to the Additional Anchors.
3. **Platform.** Owner has, at Owner's sole cost and expense, caused Bulley & Andrews LLC to fabricate and install a platform and associated service ladder (collectively, the "Platform") over the barbecue grill on the east side of the Unit 2601 south terrace to enable the Association and its contractors to readily move between the east wall of the Unit 2601 south terrace and the Unit 2601 south terrace in connection with window washing and other Building maintenance activities. The Platform has been fabricated in accordance with plans and specifications approved by the Association, and the completed Platform has been inspected and approved by the Association and its window-washing contractor (Service One, Inc.) The Platform includes a safety tie to secure the Platform to an existing tie-back anchor. Owner shall, at Owner's sole cost and expense, maintain, repair and replace the Platform as needed from time to time to maintain the Platform in a safe manner consistent with the approved plans and specifications for the Platform.
4. **Platform Event; Owner's Obligations.** Whenever people and/or equipment need to be suspended from the Unit 2601 terrace in connection with window washing, Building repairs or other similar circumstances (a "Platform Event"), the Association shall notify the Owner of the date and expected duration of the Platform Event. At least 48 hours notice of a Platform Event shall be given to the Owner, except in emergency situations when Association shall give Owner as much prior notice as practicable. For the full duration of each Platform Event, Owner shall, at Owner's sole cost and expense, install the Platform and remove all planters, furniture and other property from the area between the barbecue grill and the east wall of the Unit 2601 south

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terrace. After the conclusion of each Platform Event, the Owner shall, at Owner's sole cost and expense, promptly remove and store the Platform until the next Platform Event.

5. **Contractor Refusal.** If at any time a contractor of the Association needing to access the Unit 2601 terrace in connection with window washing, Building repairs or other work for the Association is unwilling to use the Platform (a "Refusing Contractor"), the Association shall promptly give written notice of such circumstance to the Owner (a "Refusal Notice"). Within 7 days after a Refusal Notice, representatives of the Association and of the Owner shall jointly meet with the Refusing Contractor and attempt to reach agreement on continued use of the Platform or mutually acceptable alternative arrangements for access to the Unit 2601 terrace. If, within 14 days after issuance of a Refusal Notice, provided Association reasonably cooperates with Owner and acts in good faith to reach agreement as aforesaid and (a) no agreement for use of the Platform or for mutually acceptable alternative arrangements for access to the Unit 2601 terrace has been reached, and (b) Owner has not provided the Association with a substitute Replacement Contractor (as hereinafter defined), Owner shall, at Owner's option, promptly (i) permanently relocate the grill to another location on the Unit 2601 terrace approved by the Association (such approval shall not be unreasonably withheld or delayed), (ii) temporarily relocate the grill to another location on the Unit 2601 terrace approved (such approval shall not be unreasonably withheld or delayed) by the Association every time and for so long as access to the Unit 2601 terrace is needed, and then return the grill to its original location, or (iii) allow the Refusing Contractor to access the Unit 2601 terrace through Owner's unit every time and for so long as access to the Unit 2601 terrace is needed during regular business hours and with at least two (2) days prior written notice. As used herein, a "Replacement Contractor" is a contractor which: provides the same type of services as the Refusing Contractor to other first-class Chicago high-rise residential condominiums; is willing and able to provide such services to the Association on the same or more favorable terms and at the same or lower cost to the Association as the Refusing Contractor, while using the Platform to access the Unit 2601 terrace; and is reasonably acceptable to the Association.

6. **Discontinuance of Platform Use.** Upon permanent removal of the barbecue grill or relocation of the barbecue grill to another location on the Unit 2601 terrace approved by the Association, Owner may, by written notice to the Association, discontinue use of the Platform and terminate its Platform-related obligations under this Agreement.

7. **Reimbursement of Costs.** Owner shall, within thirty days of request therefor, reimburse the Association for all costs and expenses incurred by the Association in connection with this Agreement and the arrangements contemplated hereby, including but not limited to all costs (including roof modification costs and the fees of consultants and contractors) relating to the Additional Anchors and the Platform, and all attorneys' fees and costs relating to the preparation and recording of this Agreement.

8. **Insurance.** Owner shall at times maintain a general liability insurance policy providing minimum protection of not less than Three Million Dollars (\$3,000,000.00) for personal injury or death in any one occurrence relating to the Platform or its use. Such insurance policy shall name the Association and the Association's officers, directors and managing agent as additional insureds, and include a provision that the insurer shall not cancel, modify or terminate such insurance without at least thirty (30) days' prior written notice to the Association. Owner shall, upon the Association's request therefor, furnish to the Association evidence of such insurance. The Association will cause its current window-washing contractor to maintain a general liability insurance policy that names the Owner as additional insureds, and will use its best efforts to cause its future window-washing contractors to maintain such insurance. The failure of the Association's window-washing contractor to maintain such insurance shall be deemed a refusal to use the Platform for purposes of Section 5 of this Agreement.

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9. **Indemnification.** Owner shall indemnify, defend and hold Association harmless from and against the following, which shall in each instance include reasonable attorneys' fees and costs: (a) any claim or demand for damage caused by the Platform, and (b) any claim or demand by any person or entity, whether unit owner, guest, invitee, contractor or otherwise, for death or personal injury relating to the Platform or its use, other than as a result of the gross negligence or intentional misconduct of the indemnified person or entity.

10. **Termination.** If Owner fails to perform any of its obligations hereunder, including the payment of any amounts required to be paid under this Agreement, which breach continues uncured for ten (10) days after written notice from Association to Owner, Association may terminate this Agreement by written notice to Owner.

11. **Remedies.** In the event that this Agreement is terminated pursuant to any provision of this Agreement, Owner shall within 30 days after such termination, permanently remove the barbecue grill or relocate it to another location on the Unit 2601 terrace approved by the Association.

12. **Notices.** All notices and approvals to be given by one party to the other party under this Agreement shall be given in writing, mailed or delivered as follows:

To Owner:

Mr. Bruce W. White  
Ms. Elizabeth E. White  
840 N. Lake Shore Drive  
Unit 2601  
Chicago, Illinois 60611

or to such other person at such other address designated by notice sent to Association.

To Association:

Board of Directors  
840 N. Lake Shore Drive Condominium Association  
840 N. Lake Shore Drive  
Chicago, Illinois 60611

or to such other person at such other address designated by notice sent to Owner.

13. **Binding on Future Owners of Unit 2601.** All terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of Owner, and each of Owner's successors and assigns as owner of Unit 2601.

14. **Applicable Law.** This Agreement shall be governed and construed by the laws of the State of Illinois.

15. **Severability.** The invalidity or unenforceability of any provision hereto shall not affect or impair any other provisions of this Agreement.

16. **No Waiver.** Association's failure to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right granted herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

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17. **Enforcement.** In the event of a default under this Agreement, the defaulting party shall pay on demand all reasonable costs, charges and expenses, including court costs and attorneys' fees, incurred by the non-defaulting party in enforcing obligations under this Agreement.


18. **Counterparts.** This Agreement may be executed in counterparts which, when taken together, shall constitute one instrument.

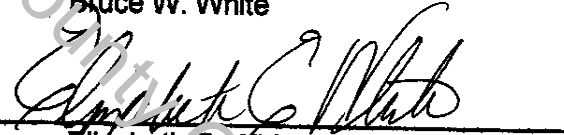
19. **Recording.** This Agreement shall be recorded by the Association in the Office of the Recorder of Deeds of Cook County, Illinois, to give future owners of Unit 2601 notice of their obligations under this Agreement.

20. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with respect to its subject matter, and no representations, inducements or agreements, oral or otherwise, not contained in this Agreement shall be of any force and effect. This Agreement may not be modified in whole or in part other than by an instrument duly executed by both parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

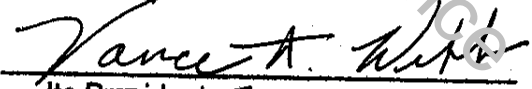
OWNER:

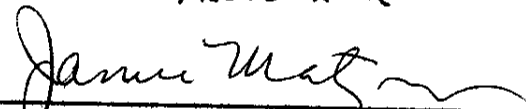
  
\_\_\_\_\_  
Bruce W. White

  
\_\_\_\_\_  
Elizabeth E. White

ASSOCIATION :

840 N. LAKE SHORE DRIVE CONDOMINIUM  
ASSOCIATION

By:   
\_\_\_\_\_  
Its President ~~TREASURER~~

Attest:   
\_\_\_\_\_  
Its Secretary





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## EXHIBIT A (Legal Description)

(A) THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: NORTHWESTERN UNIVERSITY, A CORPORATION OF ILLINOIS, AS LESSOR, AND 840 LAKE SHORE DRIVE, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED AS OF JUNE 31, 2000, WHICH LEASE WAS RECORDED AUGUST 2, 2000 AS DOCUMENT 000584668, AND RE-RECORDED AUGUST 11, 2000 AS DOCUMENT NUMBER 00614550, AND AS AMENDED BY AMENDMENT TO GROUND LEASE RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010169901 AND SECOND AMENDMENT TO GROUND LEASE RECORDED SEPTEMBER 11, 2003 AS DOCUMENT NUMBER 0325432158, AND BY UNIT SUBLEASES RECORDED SEPTEMBER 12, 2003 AS DOCUMENT NUMBERS 0325542222, 0325542299, 0325542300 AND 0325542301, WHICH LEASE, AS AMENDED, DEMISES THE LAND (AS HEREINAFTER DESCRIBED) FOR A TERM OF 99 YEARS COMMENCING JULY 31, 2000 (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND); AND

(8) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND: CERTAIN LOTS IN THE RESIDENCES ON LAKE SHORE PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 91 TO 98 IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0325432161, AS AMENDED FROM TIME TO TIME.,

ALL IN COOK COUNTY, ILLINOIS.

Common address: 840 N. Lake Shore Drive, Chicago, Illinois 60611