



Doc#: 0815041083 Fee: \$60.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 05/29/2008 02:47 PM Pg: 1 of 13

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**ENCROACHMENT  
EASEMENT AGREEMENT**

(The Above Space For Recorder's Use Only)

This **ENCROACHMENT EASEMENT AGREEMENT** ("**Agreement**") is made as of the 27 day of April, 2007, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("**City**") having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and **LIBRARY TOWER, L.L.C.**, a Illinois limited liability company ("**Developer**"), located at c/o Lennar Corporation, 2300 N. Barrington Road, Suite 700, Hoffman Estates, Illinois 60195. As used herein, the defined term, "Developer" shall include Developer, its successors and assigns, and any other successor in interest to the Developer's fee simple interest in the Developer Parcel including specifically, but without limitation, the unit owners of the condominium association created pursuant to the Illinois Condominium Property Act for the Library Tower project, acting through the board of managers duly elected by such unit owners from time to time.

**RECITALS**

**WHEREAS**, the City has previously adopted certain ordinances on November 28, 1990 approving a Tax Increment Redevelopment Plan and Redevelopment Project (the "**Plan**") for the Central Station Area Redevelopment Tax Increment Financing Project and Redevelopment Project, later expanded and redesignated as the Near South Redevelopment Project Area (the "**Area**"), designating such area as a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the "**TIF Act**"), and adopting tax increment financing for the area pursuant to the TIF Act;

**WHEREAS**, the City owns the real property legally described on **Exhibit A** (the "**Harrison Parcel**") located in the Area; and

**WHEREAS**, the Developer owns the real property legally described on **Exhibit B** (the "**Developer Parcel**"), which is contiguous to the Harrison Parcel and which is located in the Area; and

**WHEREAS**, the Developer has constructed a 17-story residential condominium project on the Developer Parcel commonly known as Library Tower; and

LIBRARY TOWER  
LLC

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**WHEREAS**, such construction project includes an encroachment over approximately the north two (2) feet of the Harrison Parcel, at a height beginning on the highest residential level of the Library Tower project, for a 1' 4" protrusion from the face of the building for a painted aluminum sunscreen, as depicted in Exhibit C, (the airspace in which such sunscreen is located, the "Easement Parcel," and such sunscreen improvements, the "Encroaching Improvements")

**WHEREAS**, the City is willing to grant such easement, subject to the terms and conditions of this Agreement, in order to facilitate the development of the Library Tower project, which project furthers the redevelopment objectives of the Plan for the Area;

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

## AGREEMENTS

### SECTION 1. INCORPORATION OF RECITALS AND EXHIBITS.

The recitals set forth above and the exhibits attached hereto constitute an integral part of this Agreement and are incorporated herein by this reference as the agreements of the parties.

### SECTION 2. GRANT OF EASEMENT.

The City hereby grants the Developer an easement interest in the Easement Parcel for the sole purpose of maintaining, repairing and replacing the Encroaching Improvements, which easement interest shall be subject to the covenants, conditions and restrictions contained herein. Such easement shall be appurtenant to the Developer Parcel only and only for so long as the Library Tower building is in existence and occupied (excluding only temporary vacancies necessitated by casualty or similar unforeseen, emergency events). If construction of the Library Tower building has not been commenced by January 1, 2007, or if construction has commenced by such date but construction of the building is not completed, the easement interest shall terminate and the City may unilaterally record an instrument giving public notice of such termination. If the City at any time determines that the Harrison Parcel should not be devoted to open space and public park purposes, but instead should be improved in a different manner, any improvements may be made flush with the boundary of the Easement Parcel.

### SECTION 3. PLANS AND SPECIFICATIONS

The Developer represents and warrants that the Encroaching Improvements shall not encroach by more than one foot four inches on the Harrison Parcel, shall be contained within the Easement Parcel, and shall be constructed in accordance with the plans and specifications for the Library Tower and in accordance with, all other applicable laws, regulations and codes.

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## SECTION 4. MAINTENANCE OBLIGATIONS

The Developer shall at all times be responsible for maintaining, repairing and, if required, replacing, the Encroaching Improvements, at the Developer's sole cost and expense. After the expiration of the construction staging area rights granted under that certain Right of Entry Agreement between the City and the Developer dated as of April 27, 2006, any further entry by the Developer onto the Harrison Parcel for any such maintenance, repair or replacement shall be subject to the City's written consent and pursuant to separate written agreement.

## SECTION 5. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (i) the failure of the Developer to perform its obligations under this Agreement, or any breach of the Developer's representations and warranties under this Agreement; (ii) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Encroaching Improvements; (iii) the failure of the Developer to redress any misrepresentations or omissions in this Agreement; and (iv) any actions resulting from any activity undertaken by the Developer on the Easement Parcel, or resulting from the existence of the Encroaching Improvements over the Easement Parcel. This indemnification shall bind the Developer, its successors and assigns.

## SECTION 6. HEADINGS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

## SECTION 7. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties as to the easement granted herein. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

## SECTION 8. SEVERABILITY.

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

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## SECTION 9. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy, provided that there is written confirmation of such communications; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City: City of Chicago  
 Department of Planning and Development  
 121 North LaSalle Street  
 Room 1000 - City Hall  
 Chicago, Illinois 60602

With a copy to: City of Chicago  
 Department of Law  
 30 North LaSalle Street  
 Suite 1610  
 Chicago, Illinois 60602  
 Attn: Real Estate Division

If to the Developer: Library Tower, LLC  
 c/o Lennar Corporation  
 2300 N. Barrington Road, Suite 700  
 Hoffman Estates, Illinois 60195

With a copy to: Schain, Burney, Ross & Citron, Ltd.  
 222 N. LaSalle Street, Suite 1910  
 Chicago, Illinois 60601  
 Attn: Bernard I. Citron, Esq.

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 p.m. on a business day. If such dispatch occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three business days after mailing. The parties, by notice given here-under, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

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## SECTION 10. SUCCESSORS AND ASSIGNS.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

## SECTION 11. TERMINATION.

The easement granted under this Agreement shall be an easement that shall run until terminated pursuant to Section 2.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

**CITY OF CHICAGO**, an Illinois municipal corporation,  
acting by and through its Department of Planning and  
Development

By: Lori T. Healey  
Lori T. Healey  
Commissioner

**LIBRARY TOWER, L.L.C.**, an Illinois limited  
liability company

By: Concord Homes, Inc., a Delaware corporation, its  
manager

Name: \_\_\_\_\_  
Its: \_\_\_\_\_

This instrument was prepared by:

Steven J. Holler  
Chief Assistant Corporation Counsel  
Real Estate Division  
City of Chicago  
30 North LaSalle Street, Suite 1610  
Chicago, Illinois 60602  
(312) 744-6934

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation,  
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Development

By: \_\_\_\_\_  
Lori T. Healey  
Commissioner

LIBRARY TOWER, L.L.C., an Illinois limited  
liability company

By: \*Concord Homes, Inc., a Delaware corporation, its  
manager

Name: \_\_\_\_\_  
Its: \_\_\_\_\_

This instrument was prepared by:

Steven J. Holler  
Chief Assistant Corporation Counsel  
Real Estate Division  
City of Chicago  
30 North LaSalle Street, Suite 1610  
Chicago, Illinois 60602  
(312) 744-6934

\*Lennar Chicago, Inc., an Illinois  
corporation, successor by merger to

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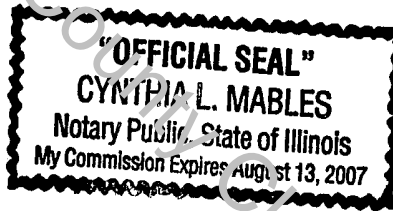
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, CYNTHIA L. MABLES, a Notary Public in and for said County, in the State aforesaid, do hereby certify that SEBASTIAN T. HADDAD, 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 being first duly sworn by me acknowledged that as VICE PRESIDENT of \*Concord Homes, Inc., a Delaware corporation, as manager of Library Tower, L.L.C., an Illinois limited liability company (the "LLC"), s/ he signed and delivered the instrument pursuant to authority given by the LLC, as her/his free and voluntary act and as the free and voluntary act and deed of the LLC, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 17 day of April, 2007.

Cynthia L. Mables  
NOTARY PUBLIC

\*Lennar Chicago, Inc., an Illinois corporation, successor by merger to





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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Lorri A. Neely, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lori T. Healey, personally known to me to be the Commissioner of Planning and Development of the City of Chicago, an Illinois municipal corporation, and 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 being first duly sworn by me acknowledged that as the Commissioner, she signed and delivered the instrument pursuant to authority given by the City of Chicago, as her free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 27th day of April, 2007.

Lorri A. Neely  
NOTARY PUBLIC



Clerk's Office

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OK FINAL

Exhibit A  
Harrison Parcel

THE SOUTH 46.30 FEET OF LOT 24 (EXCEPT THE ALLEY AND EXCEPT THE WEST 24 FEET LYING EAST OF THE EAST LINE OF SAID ALLEY) IN C. L. AND I. HARMON'S SUBDIVISION OF BLOCK 137 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: PART OF 548 S. STATE STREET, CHICAGO, ILLINOIS

PIN: PART OF 17-16-247-043-0000

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FinalExhibit B

## Developer Parcel (Post-Exchange)

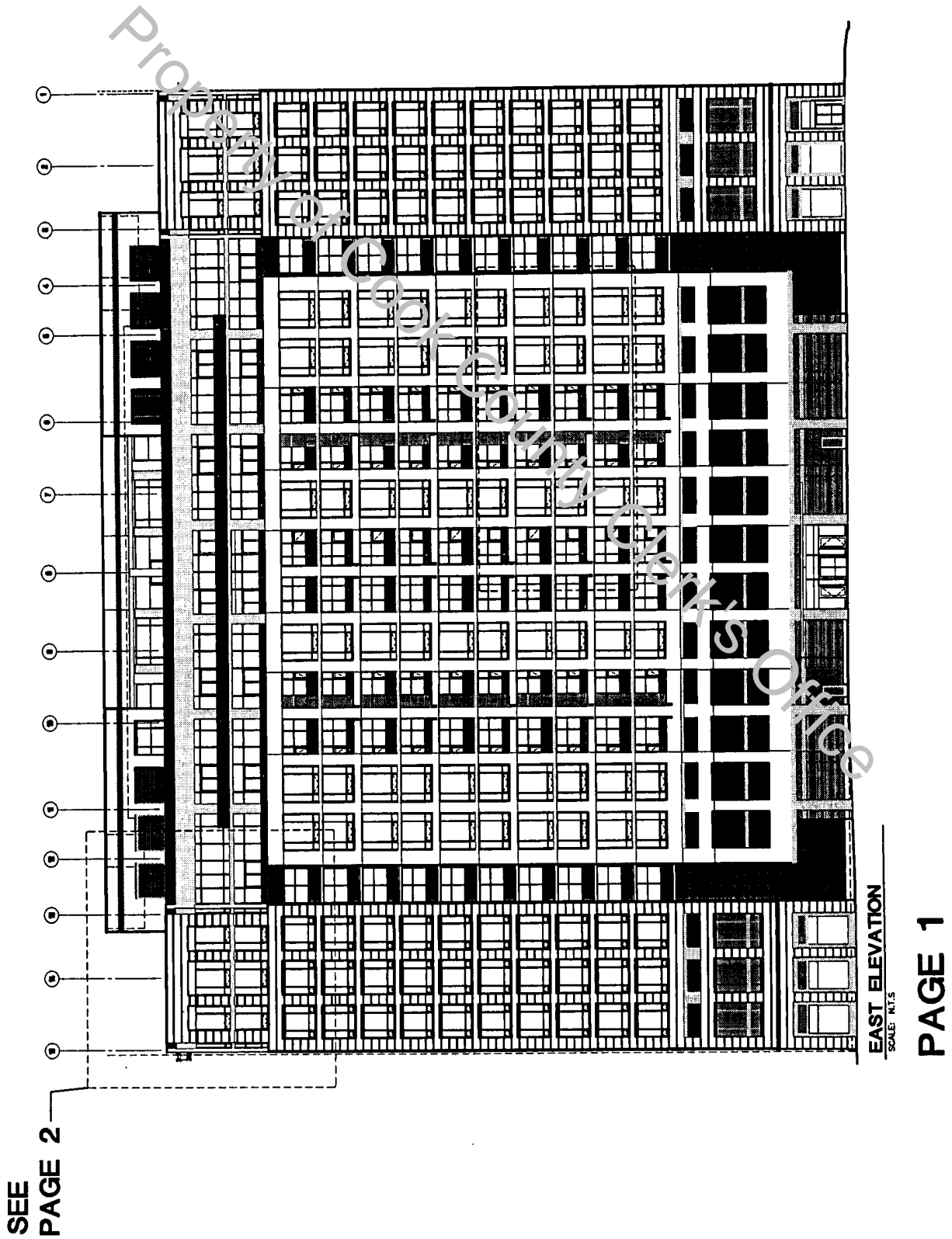
THAT PART OF LOT 7 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 7 BEING 3.50 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 7; THENCE WESTERLY 100.35 FEET (PER DEED) ALONG A STRAIGHT LINE TO A POINT ON THE EAST LINE OF THE 12 FOOT PUBLIC ALLEY AS OPEN AND USED AS OF JANUARY 27, 1987, SAID POINT BEING 2.94 FEET SOUTH OF THE NORTH LINE OF SAID LOT 7; THENCE SOUTHERLY 47.05 FEET (PER DEED) ALONG THE EAST LINE OF SAID ALLEY TO THE SOUTH LINE OF SAID LOT 7; THENCE EASTERLY 100.47 FEET (PER DEED) ALONG THE SOUTH LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER OF SAID LOT 7, SAID POINT BEING 46.52 FEET (PER DEED) SOUTH OF THE POINT OF BEGINNING; THENCE NORTHERLY 46.52 FEET (PER DEED) ALONG THE EAST LINE OF SAID LOT 7 TO THE POINT OF BEGINNING, TOGETHER WITH LOTS 12, 13, 18 AND 19 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR ALLEY) AND THE WEST 24.0 FEET OF THAT PART OF LOT 24 WHICH LIES EAST OF THE EAST LINE OF THE ALLEY AND THAT PART OF LOT 24 WHICH LIES EAST OF SAID 24.0 FOOT STRIP AND NORTH OF THE SOUTH 46.30 FEET OF SAID LOT 24, ALL IN C. L. AND I. HARMON'S SUBDIVISION OF BLOCK 137 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 500 THROUGH PART OF 545 S. STATE STREET, CHICAGO, ILLINOIS

PIN NOS.: 17-16-247-051-0000  
 17-16-247-038-0000  
 17-16-247-039-0000  
 17-16-247-040-0000  
 17-16-247-041-0000  
 17-16-247-042-0000  
 17-16-247-043-0000

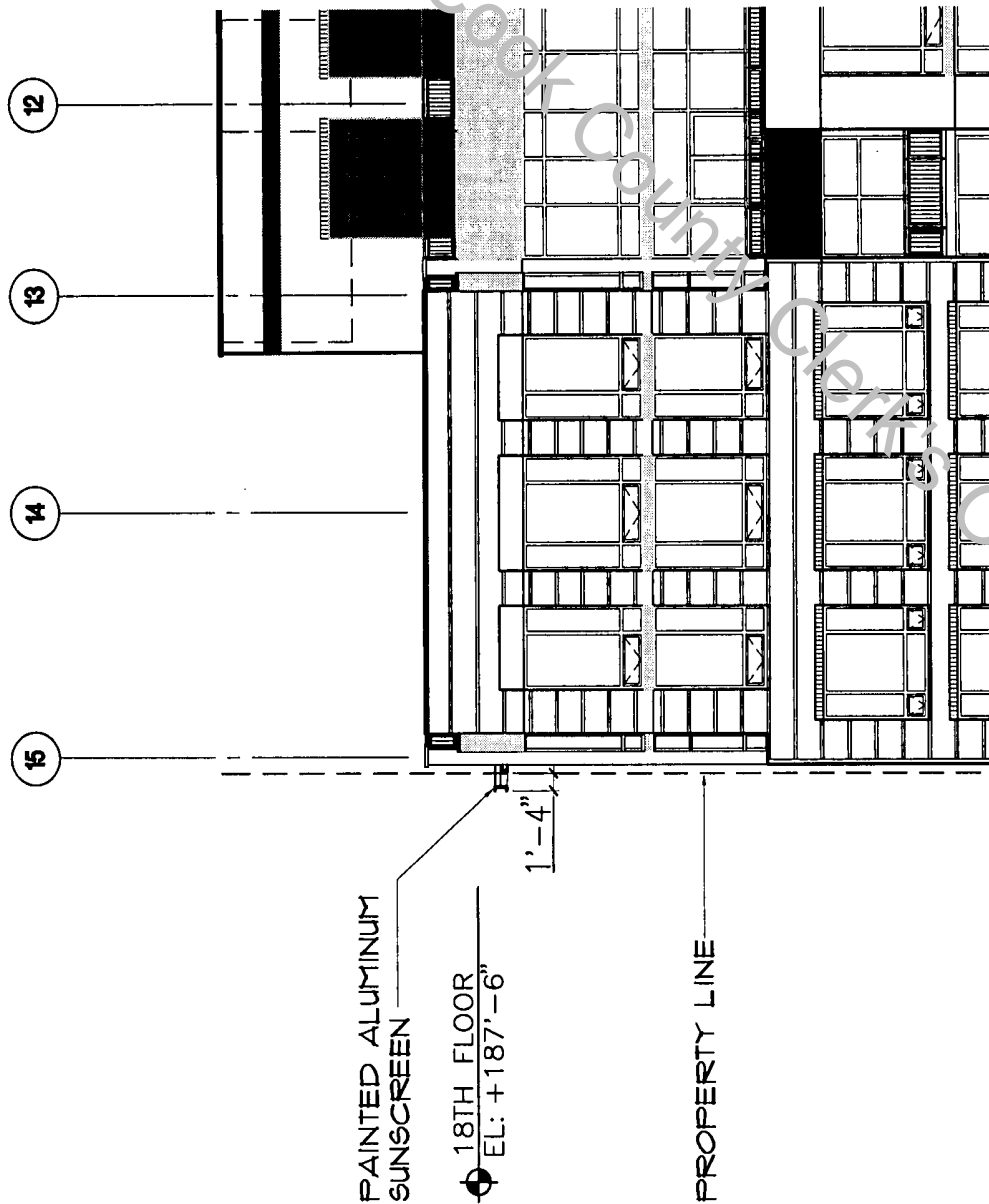
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EXHIBIT C, page 1 of 2



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EXHIBIT C, page 2 of 2



PARTIAL EAST ELEVATION  
SCALE: N.T.S.

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