

(2 of 4)



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ABROGATION OF EASEMENTS AND RIGHTS

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Permanent Index Numbers:

17-05-214-018, 019

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## ABROGATION OF EASEMENTS AND RIGHTS

This Abrogation of Easements and Rights ("**Abrogation**") is made this 27 day of May, 2012 by **SONO WEST LLC**, an Illinois limited liability company ("**Declarant**"), **FREMONT COMMERCIAL LLC**, an Illinois limited liability company ("**Parking Unit Owner**"), and **FURNITURE L.L.C.**, an Illinois limited liability company ("**East Parcel Owner**").

### RECITALS:

A. Declarant has heretofore recorded that certain Declaration of Condominium Ownership for SoNo West Condominium with the Recorder of Cook County, Illinois on November 6, 2008 as document number 0831145010, as amended by First Amendment recorded with the Recorder of Cook County, Illinois on December 16, 2008 as document number 0835122030, by Second Amendment recorded with the Recorder of Cook County, Illinois on January 14, 2009 as document number 0901431034, by Third Amendment recorded with the Recorder of Cook County, Illinois on February 24, 2009 as document number 0905545000, by Fourth Amendment recorded with the Recorder of Cook County, Illinois on February 27, 2009 as document number 0905840769, by Fifth Amendment recorded with the Recorder of Cook County, Illinois on March 26, 2009 as document number 0908534099, by Sixth Amendment recorded with the Recorder of Cook County, Illinois on April 27, 2009 as document number 0911745082, by Seventh Amendment recorded with the Recorder of Cook County, Illinois on May 28, 2009 as document number 0914844039, by Eighth Amendment recorded with the Recorder of Cook County, Illinois on July 13, 2009 as document number 0919418040, by Ninth Amendment recorded with the Recorder of Cook County, Illinois on August 13, 2009 as document number 0922544073, by Tenth Amendment recorded with the Recorder of Cook County, Illinois on September 14, 2009 as document number 0926731029, by Eleventh Amendment recorded with the Recorder of Cook County, Illinois on October 8, 2009 as document number 0928131095, by Twelfth Amendment recorded on November 18, 2009 as document number 0932218013, by Thirteenth Amendment recorded on December 23, 2009 as document number 0935745000, by Fourteenth Amendment recorded on February 9, 2010 as document number 1004018032, Fifteenth Amendment recorded on April 14, 2010 as document number 1010434107, Sixteenth Amendment recorded on June 10, 2010 as document number 1016118004, Seventeenth Amendment recorded on August 20, 2010 as document number 1023239002, Eighteenth Amendment recorded on October 27, 2010 as document number 1030034065, First Special Amendment recorded on April 6, 2011 as document number 1109610027, and Second Special Amendment recorded on July 7, 2011 as document number 1118818015 (as so amended, the "**Current Declaration**"), whereby Declarant submitted to the provisions of the Illinois Condominium Property Act ("**Act**") the Condominium Parcel legally described on Exhibit A attached hereto, including all of the Units and Limited Common Element Parking Spaces and Limited Common Element Storage Spaces (initially capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Current Declaration).

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B. Parking Unit Owner is the owner of the Parking Unit as well as Limited Common Element Parking Spaces P-1, P-15, P-16, P-17, P-18, P-229, P-231, P-233, P-235, P-237, P-250, P-251, P-252, P-253, P-254, P-255, P-256 and P-257 ("**Remaining Parking Spaces**").

C. East Parcel Owner owns the land legally described in **Exhibit B** attached hereto.

D. Developer and the SoNo Condominium Association ("**Association**") have entered into a Settlement Agreement and Mutual Releases dated April 10, 2012 ("**Settlement Agreement**"), pursuant to which the Association is acquiring from Developer the two (2) remaining unsold Units in the Building, Units 201 and 202, as well as Limited Common Element Parking Spaces P-247 and P-249, and this Abrogation is being executed and recorded.

**NOW, THEREFORE**, in connection with the Settlement Agreement, the parties hereto do hereby completely abrogate, waive, terminate, and extinguish certain easements and rights in the Current Declaration (the Current Declaration as modified hereby being, the "**Declaration**"), as follows:

1. **Recitals.** The foregoing recitals are incorporated in this Abrogation as though fully contained herein.

2. **Abrogations.**

A. **Roof Rights.** Effective on the date hereof, Developer, the Parking Unit Owner, the East Parcel Owner, for themselves and on behalf of all other Developer Releasors (as defined in the Settlement Agreement), hereby completely abrogate, waive, terminate, and extinguish all rights, easements, and similar benefits held by or provided to Developer, the Parking Unit Owner, the East Parcel Owner, and all other Developer Releasors in the Declaration relating to the roof of the Building and/or satellite, internet and similar transmissions (including, without limitation, all rights in Section 4.11 of the Declaration), and all of such rights, easements, and similar benefits shall be of no further force and effect.

B. **Garage.**

I. **Waivers.** Excluding (i) the Remaining Parking Spaces, (ii) the Commercial Parcel Easements (defined below), and (iii) fee simple ownership of the Commercial Parcel and the East Parcel (collectively, the "**Retained Rights**"), Developer, Parking Unit Owner, and East Parcel Owner, for themselves and on behalf of all other Developer Releasors, hereby completely abrogate, waive, terminate, and extinguish the following: (a) all rights and Claims (as defined in the Settlement Agreement) that they or any of them had, now has, or hereafter can, shall or may have in the Declaration with respect to the Total Parcel, including, without limitation, the ownership, operations, maintenance, repairs,

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improvements, modifications, and alterations of and to the Garage Parcel; and (b) all easements and other rights in the Declaration benefitting the Parking Unit, Parking Unit Owner, the East Parcel, East Parcel Owner, and/or any other person or entity (including, without limitation, all rights and easements in Section 4.9 of the Declaration). Parking Unit Owner specifically acknowledges and agrees that from and after this Abrogation, its purpose and rights shall be the same, but not greater than any other Unit Owner in the Association that has an interest in a Parking Space.

II. **Commercial Parcel Easements.** With respect to the Commercial Parcel, Section 4.10 of the Declaration is hereby modified by replacing the words “*and its agents, occupants and invitees*” with the words “*and its agents and tenants (but not any of their respective invitees, customers, guests, or licensees)*” (as so modified, the “**Commercial Parcel Easements**”).

C. **Prevailing Parties.** The substantially prevailing party in any lawsuit, arbitration, or mediation arising out of or related to this Abrogation (other than the Litigation as defined in the Settlement Agreement) shall be entitled to recover its reasonable attorneys’ fees and expenses from the substantially non-prevailing party in addition to any and all other remedies to which it may be entitled.

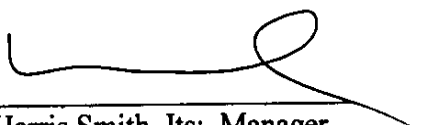
3. **Miscellany.** Except as expressly set forth herein, the Current Declaration shall remain in full force and effect in accordance with its terms. Any inconsistencies between the Current Declaration and this Abrogation shall be resolved in favor of the provisions contained in this Abrogation. This Abrogation shall run with the land described in **Exhibit A** attached hereto and **Exhibit B** attached hereto, and all of the provisions of this Abrogation are hereby made binding upon and shall inure to the benefit of any party acquiring any interest in such land or any portion thereof.

[signature page follows]

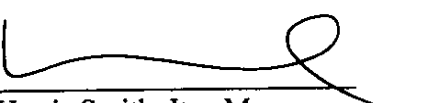
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**IN WITNESS WHEREOF**, the parties hereto have executed this Abrogation as of the date above first written.

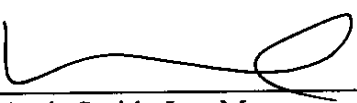
**SONO WEST LLC**, an Illinois limited liability company

By:   
W. Harris Smith, Its: Manager

**FREMONT COMMERCIAL LLC**, an Illinois limited liability company

By:   
W. Harris Smith, Its: Manager

**FURNITURE L.L.C.**, an Illinois limited liability company

By:   
W. Harris Smith, Its: Manager

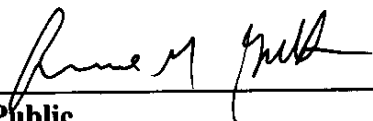
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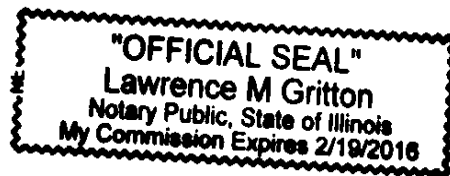
STATE OF ILLINOIS     )  
                                          )  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that **W. Harris Smith**, as Manager of **SONO WEST LLC**, who is 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 as Manager of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of May, 2012.

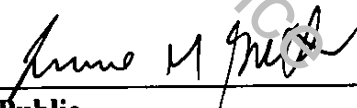
  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
                                          )  
COUNTY OF COOK     )



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that **W. Harris Smith**, as Manager of **FREMONT COMMERCIAL LLC**, who is 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 as Manager of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of May, 2012.

  
\_\_\_\_\_  
Notary Public

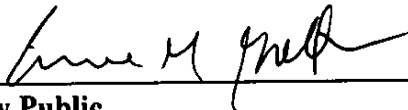


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STATE OF ILLINOIS     )  
                                          )  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that **W. Harris Smith**, as Manager of **FURNITURE L.L.C.**, who is 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 as Manager of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of May, 2012.

  
\_\_\_\_\_  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION OF THE ENTIRE CONDOMINIUM PARCEL

THAT PART OF LOTS 16 TO 25, BOTH INCLUSIVE, (EXCEPT THE NORTH 14.00 FEET OF THE EAST 31.08 FEET OF LOT 16); TOGETHER WITH THE WEST 9.50 FEET (EXCEPT THE NORTH 14.00 FEET THEREOF) OF THE NORTH-SOUTH VACATED ALLEY IN BLOCK 44 LYING EAST OF THE EAST LINE OF LOTS 16 TO 25, BOTH INCLUSIVE, AND LYING WEST OF THE WEST LINE OF LOTS 26 TO 35, BOTH INCLUSIVE; TOGETHER WITH THE WEST 145.22 FEET OF THE SOUTH HALF OF THE EAST-WEST VACATED ALLEY IN BLOCK 44, LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 15, BOTH INCLUSIVE, AND LYING NORTH OF THE NORTH LINE OF LOT 16 AND LOT 26 AND THE NORTH LINE OF LOT 16 PROLONGED EASTERLY TO THE NORTHWEST CORNER OF LOT 26, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH THE WEST 185.81 FEET OF THE VACATED NORTH 0.50 FEET OF WEST BLACKHAWK STREET SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 25 AND SAID LOT 35 AND THE SOUTH LINE OF LOT 25 PROLONGED EASTERLY TO THE SOUTHWEST CORNER OF LOT 35, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00°00'02" WEST, ALONG THE WEST LINE THEREOF, 194.90 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°59'58" EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF SAID TRACT, 66.60 FEET; THENCE NORTH 00°00'02" EAST, 157.15 FEET; THENCE SOUTH 89°58'02" WEST, 66.60 FEET TO A POINT ON THE WEST LINE OF SAID TRACT; THE REMAINING COURSES BEING ALONG THE PERIMETER LINES OF SAID TRACT; THENCE NORTH 00°00'02" EAST, 37.79 FEET; THENCE NORTH 89°54'14" EAST, 145.22 FEET; THENCE SOUTH 00°00'02" WEST, 22.00 FEET; THENCE NORTH 89°54'14" EAST, 40.58 FEET; THENCE SOUTH 00°00'00" WEST, 254.77 FEET; THENCE SOUTH 89°54'31" WEST, 185.81 FEET; THENCE NORTH 00°00'02" EAST, 81.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 17-05-214-020, 021

Street Address: 860 West Blackhawk, Chicago, Illinois



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## EXHIBIT <sup>B</sup>

### LEGAL DESCRIPTION OF THE EAST PARCEL

LOTS 26 TO 35, BOTH INCLUSIVE, ALL IN BLOCK 44 IN JOHN YALES RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61, AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND ALSO

THE NORTH-SOUTH VACATED ALLEY (EXCEPT THE WEST 9.50 FEET THEREOF) IN BLOCK 44 LYING EAST OF THE EAST LINE OF LOTS 16 TO 25, BOTH INCLUSIVE, AND LYING WEST OF THE WEST LINE OF LOTS 26 TO 35, BOTH INCLUSIVE, ALL IN JOHN YALES RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61, AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND ALSO

THE VACATED WEST 1.0 FOOT OF NORTH DAYTON STREET (INCLUDING THE INTERSECTION OF WEST BLACKHAWK STREET) LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 26 TO 35, BOTH INCLUSIVE, IN BLOCK 44 AND THE EAST LINE OF LOT 35 IN BLOCK 44 PROLONGATED SOUTHERLY 0.50 FEET.

AND ALSO

THE VACATED NORTH 0.50 FEET (EXCEPT THE WEST 185.81 FEET THEREOF) OF WEST BLACKHAWK STREET SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 25 AND LOT 35 AND THE SOUTH LINE OF LOT 25 PROLONGATED EASTERLY TO THE SOUTHWEST CORNER OF LOT 35, ALL IN BLOCK 44 IN JOHN YALES RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61, AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND ALSO

THE NORTH 14.00 FEET OF THE EAST 31.09 FEET OF LOT IN BLOCK 44 IN JOHN YALES RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND ALSO

THE NORTH 14.00 FEET OF THE WEST 9.50 FEET OF THE NORTH-SOUTH VACATED ALLEY IN BLOCK 44 LYING EAST OF THE LINE OF LOTS 16 THROUGH 25, BOTH INCLUSIVE, AND LYING WEST OF THE WEST LINE OF LOTS 26 THROUGH 35, BOTH INCLUSIVE, ALL IN JOHN YALES RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61, AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 840 West Blackhawk Street, Chicago, IL  
PIN: 17-05-214-016-0000