

# UNOFFICIAL COPY

RECORDING REQUESTED BY  
AND WHEN RECORDED  
MAIL TO:

Jeremy E. Reis, Esq.  
Ruttenberg Gilmartin Reis LLC  
833 North Orleans Street  
Suite 400  
Chicago, Illinois 60610



Doc#: 1411844036 Fee: \$58.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/28/2014 12:34 PM Pg: 1 of 11

## EXCLUSIVE EASEMENT AGREEMENT

THIS EXCLUSIVE EASEMENT AGREEMENT ("Agreement") is made as of April 14, 2014 by and between CA III LLC, an Illinois limited liability company ("Grantor"), and CA IV LLC, an Illinois limited liability company ("Grantee").

### RECITALS

A. Grantor is the owner of certain property legally described on Exhibit A attached hereto and referred to herein as the "Grantor's Property".

B. Grantee is the owner of certain property legally described on Exhibit B attached hereto and referenced herein as the "Grantee's Property".

C. In order use Grantee's Property for its intended use, Grantee requires Grantor to grant and convey to Grantee an exclusive easement for light, air and ventilation over and above the West fifteen feet of Grantee's Property starting at a height of 28.5 feet above the City of Chicago Datum.

D. The easement parcel is legally described on Exhibit C attached hereto and referenced herein as the "Easement Parcel".

E. Grantor desires to grant and convey to Grantee the exclusive easement in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of \$10.00 and other valuable consideration, the adequacy of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals Incorporated by Reference. The provisions of the foregoing recitals are, by this reference, herein incorporated as if they had been set forth in the text of this Agreement.

2. Grant of Exclusive Easement by Grantor to Grantee.

(a) Grantor hereby grants, gives and conveys to Grantee, the CA – Condos on Adams Condominium Association and the unit owners of the CA – Condos on Adams Condominium,

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and each of their respective tenants and Successors and Assigns (as defined below), an exclusive irrevocable perpetual exclusive easement, for light, air and ventilation, over, upon and across the Easement Parcel.

(b) The exclusive easement granted herein with respect to the Easement Parcel is an exclusive easement appurtenant to and running with the land in law and equity, perpetually in full force and effect, including without limitation, CA III Condominium Association, Unit Owner's at CA III and their respective tenants, and at all times shall inure to the benefit of and be binding upon Grantor and its grantees and Successors and Assigns (as defined below), as applicable.

(c) Reference to the exclusive easement and rights described in any part of this Agreement shall be sufficient to create such exclusive easement and rights and, any subsequent conveyance of all or any part of the Easement Parcel shall be deemed to include such exclusive easement and rights as fully and completely as though such exclusive easement and rights were recited fully and set forth in their entirety in such conveyance.

(d) Grantor shall not interfere with or allow the interference with the exclusive easement herein granted, including without limitation, no structure, building, or property of any kind shall be placed or constructed on the Easement Parcel, with the exception of (i) the planter boxes and any related plantings, and any maintenance or replacements thereto, and (ii) terrace screens, and any maintenance or replacements thereto, each installed by Grantor in connection with Grantor's condominium development that will be located within the Easement Parcel. Grantor has an affirmative obligation to maintain the planter boxes and any related plantings and the terrace screens. Interference for maintenance by Grantor of (i) and (ii) above shall be on a temporary basis only.

(e) Grantor represents and warrants to Grantee that Grantor is the true and lawful owner of Grantor's Property and has the full right and power to grant and convey the rights conveyed herein.

(f) The exclusive easement granted under this Paragraph 2 is required by and pursuant to the building code of the City of Chicago to allow windows on the East side of Grantee's Property for light, air, and ventilation.

3. Remedies. In the event Grantor fails to perform its obligations hereunder, Grantee shall be entitled to all remedies at law or in equity, including without limitation, the right to specific performance or other injunctive relief.

4. Not a Public Dedication. This Agreement is not, and shall not be deemed to be, a public dedication of any sort, and no party shall have any rights in, to, or under this Agreement or as a result of same except as expressly granted, permitted or contemplated hereunder.

5. Entire Agreement. This Agreement contains the entire understanding between the parties and shall not be amended or modified unless in writing by the parties to be charged. Grantor's

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rights and obligations herein may be assigned to the fee simple owner of the Grantor's Property from time to time.

6. Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and personal representatives, as applicable (the "Successors and Assigns"), and shall run with the land in law and equity including without limitation, CA III Condominium Association, Unit Owner's at CA III and their respective tenants.

7. Power of Attorney. The Successors and Assigns of Grantor and Grantee, including any individual condominium unit owners, by virtue of taking title subject to the terms and conditions of this Agreement, hereby grant to the CA III Condominium Association, an Illinois not for profit corporation and the CA – Condos on Adams Condominium Association, an Illinois not for profit corporation (each an "Association" and together the "Associations"), an irrevocable power of attorney to execute, acknowledge, file, register and record any amendments to this Agreement as may be desirable or necessary, in the sole discretion of the Associations'.

8. Miscellaneous. This Agreement will be governed by the laws of the State of Illinois and this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective Successors and Assigns as applicable, and shall run with the land in law and equity including without limitation, CA III Condominium Association, Unit Owner's at CA III and their respective tenants. All exhibits attached hereto are hereby incorporated herein and expressly made part thereof. This Agreement may be signed in counterpart copies, and any one or more of these copies which individually or collectively contain the signatures of all the parties hereto shall be deemed a complete original.

**[Execution Page Follows]**

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IN WITNESS WHEREOF, the parties have executed this Exclusive Easement Agreement as of the date first set forth above.

**Grantor:**

CA III LLC, an Illinois limited liability company

By: Lakewest, Inc., an Illinois corporation, its Manager

By:

  
\_\_\_\_\_  
David W. Ruttenberg, President

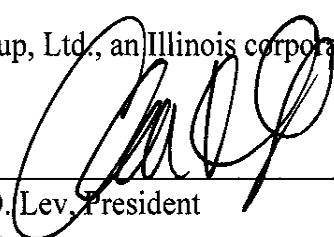
**Grantee:**

CA IV LLC, an Illinois limited liability company

By: Belgravia CA IV LLC,  
an Illinois limited liability company, its Manager

By: Belgravia Group, Ltd., an Illinois corporation,  
its Manager

By:

  
\_\_\_\_\_  
Alan D. Lev, President

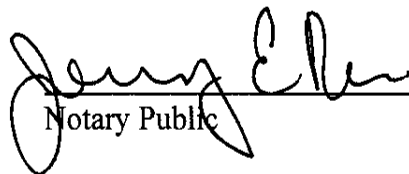
Property of Cook County Clerk's Office

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STATE OF ILLINOIS        )  
  ) S. S.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that David W. Ruttenberg, President of Lakewest, Inc., an Illinois corporation, the Manager of CA III LLC, an Illinois limited liability company, is 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 severally acknowledged that as such officer, he signed and delivered the said instrument on behalf of Lakewest, Inc., as the manager of CA III LLC, as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 14<sup>th</sup> day of April, 2014.

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

My commission expires: 3/16/17



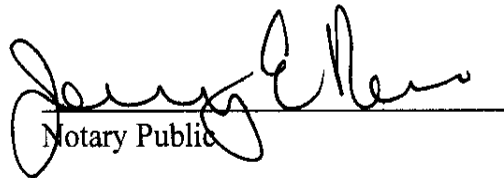
Property of Cook County Clerk's Office

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STATE OF ILLINOIS        )  
  ) S. S.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Alan D. Lev, the President of Belgravia Group, Ltd., an Illinois corporation, the Manager of Belgravia CA IV LLC, an Illinois limited liability company, the Manager of CA IV LLC, an Illinois limited liability company, is 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 severally acknowledged that as such President of Belgravia Group, Ltd., the Manager of Belgravia CA IV LLC, the Manager of CA IV LLC, he signed and delivered the said instrument on behalf of such entities as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 14<sup>th</sup> day of April, 2014.

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

My commission expires: 3/16/17



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## CONSENT OF GRANTOR'S MORTGAGEE

The Private Bank and Trust Company, as holder of a note secured by a Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents on Grantor's Property dated April 25, 2013, and recorded with the Cook County Recorder of Deeds, Cook County, Illinois, on May 29, 2013, as Document # 1314955335, hereby consents to the execution of and recording of the above and foregoing Exclusive Easement Agreement, hereby subordinates said mortgage and any other documents entered into and recorded against Grantor's Property in connection therewith, to the provisions of the foregoing Exclusive Easement Agreement.

IN WITNESS WHEREOF, The Private Bank and Trust Company, has caused this instrument to be signed by its duly authorized officers on its behalf on this \_\_\_\_ day of \_\_\_\_\_, 2014.

The Private Bank and Trust Company

By: [Signature]

Its: MANAGING DIRECTOR

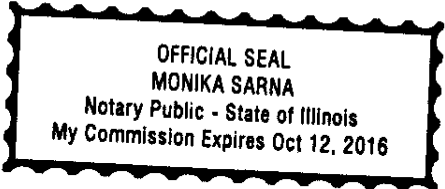
ATTEST: [Signature]

Its: M.D.

STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK    )

I, Monika Sarma, a Notary Public in and for said County and State, do hereby certify that MARIA AUBREY and James Turner, the MANAGING DIRECTOR and Managing Director, respectively, of The Private Bank and Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such MD and MD appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of The Private Bank and Trust Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17<sup>th</sup> day of April, 2014.  
[Signature]  
Notary Public



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## CONSENT OF GRANTEE'S MORTGAGEE

The Private Bank and Trust Company, as holder of a note secured by a Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents on CA IV's Property dated 11/20/13, and recorded with the Cook County Recorder of Deeds, Cook County, Illinois, on 12/3/13, as Document # 133373906, hereby consents to the execution of and recording of the above and foregoing Reciprocal Easement Agreement, hereby subordinates said mortgage and any other documents entered into and recorded against Grantee's Property in connection therewith, to the provisions of the foregoing Exclusive Easement Agreement.

IN WITNESS WHEREOF, The Private Bank and Trust Company, has caused this instrument to be signed by its duly authorized officers on its behalf on this 17 day of April, 2014.

The Private Bank and Trust Company

By: [Signature]

Its: MANAGING DIRECTOR

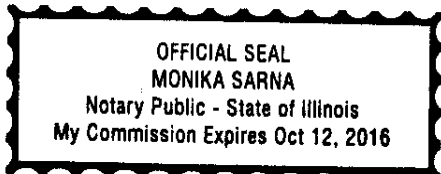
ATTEST: [Signature]

Its: M.D.

STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK    )

I, Monika Sarma, a Notary Public in and for said County and State, do hereby certify that MARIA ALEXANDROS and JAMES TURNER, the MANAGING DIRECTOR and MANAGING DIRECTOR respectively, of The Private Bank and Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such MD and MD appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of The Private Bank and Trust Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17<sup>th</sup> day of April, 2014  
[Signature]  
Notary Public





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**Exhibit A**  
Grantor's Property  
Legal Description

LOTS 1 TO 8, BOTH INCLUSIVE, TOGETHER WITH THE NORTH AND SOUTH ALLEY (NOW VACATED) LYING EAST OF LOTS 2 AND 8 AND LYING WEST OF LOTS 1, 3, 4, 5, 6 AND 7 (EXCEPTING THEREFROM THAT PART LYING WEST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 8 AT A POINT BEING 150 FEET WEST OF THE NORTHWEST CORNER OF THE INTERSECTION OF WEST ADAMS STREET AND SOUTH ABERDEEN STREET TO A POINT ON THE NORTH LINE OF SAID LOT 8) IN ASSESSOR'S DIVISION OF THE SOUTH 1/2 OF BLOCK 12 (EXCEPT THE WEST 200 FEET THEREOF) IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**ADDRESS:** 122-134 S. Aberdeen and 1100 W. Adams, Chicago, Illinois

**PINs:** 17-17-210-020-0000;  
17-17-210-021-0000;  
17-17-210-022-0000;  
17-17-210-023-0000;  
17-17-210-024-0000;  
17-17-210-025-0000;  
17-17-210-026-0000;  
17-17-210-027-0000;  
17-17-210-028-0000; and  
17-17-210-029-0000.

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## EXHIBIT B

Grantee's Property  
Legal Description

THAT PART OF LOTS 2 AND 8, ALL OF LOTS 9, 10, 11, 12, 13 AND A PART OF LOT 14, TAKEN AS A TRACT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 8, SAID POINT BEING 150.00 FEET WEST OF THE NORTHWEST CORNER OF THE INTERSECTION OF WEST ADAMS STREET AND SOUTH ABERDEEN STREET; THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID LOTS 8, 9, 10, 11, 12, 13 AND 14 A DISTANCE OF 210.23 FEET TO A POINT; THENCE NORTH AND PERPENDICULAR TO THE LAST DESCRIBED LINE TO A POINT ON THE NORTH LINE OF SAID LOT 14; THENCE EAST ALONG THE NORTH LINE OF SAID LOTS 2, 8, 9, 10, 11, 12, 13 AND 14, A DISTANCE OF 210.23 FEET TO A POINT; THENCE SOUTH TO THE POINT OF BEGINNING, ALL IN ASSESSOR'S DIVISION OF THE SOUTH 1/2 OF BLOCK 12 (EXCEPT THE WEST 200 FEET THEREOF) IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 116-1132 W. Adams, Chicago, Illinois

**PINS:** 17-17-210-019; 17-17-210-020; 17-17-210-021; 17-17-210-022; 17-17-210-023;  
17-17-210-030; and 17-17-210-031

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## EXHIBIT C

Easement Parcel  
Legal Description

### LEGAL DESCRIPTION FOR EASEMENT: 132 S. ABERDEEN ST., CHICAGO, ILLINOIS

THE WEST 15 FEET OF THAT TRACT OF LAND, LYING AT AND ABOVE A HORIZONTAL PLANE AT ELEVATION +/- 28.60 FEET (CITY OF CHICAGO DATUM), SAID TRACT BEING DESCRIBED AS FOLLOWS:

LOTS 1 TO 8, BOTH INCLUSIVE, TOGETHER WITH THE NORTH AND SOUTH ALLEY (NOW VACATED) LYING EAST OF LOTS 2 AND 8 AND LYING WEST OF LOTS 1, 3, 4, 5, 6 AND 7 (EXCEPTING THEREFROM THAT PART LYING WEST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 8, AT A POINT BEING 150 FEET WEST OF THE NORTHWEST CORNER OF THE INTERSECTION OF WEST ADAMS STREET AND SOUTH ABERDEEN STREET TO A POINT ON THE NORTH LINE OF SAID LOT 8) IN ASSESSOR'S DIVISION OF THE SOUTH ½ OF BLOCK 12 (EXCEPT THE WEST 200 FEET THEREOF) IN CANAL TRUSTEES' SUBDIVISION OF THE WEST ½ AND THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.