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Doc#: 1415616025 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/05/2014 11:55 AM Pg: 1 of 8

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Polsinelli PC
161 N. Clark St, Suite 4200
Chicago, IL 60601
Attention: John F. Young, Esq.

Assessor's Parcel No.: 14-32-226-051-0060 (Above space for Recorder's use only)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") is made as of May 19, 2014 by and between Ryan P. Price, an individual ("**Residential Owner**"), and Armitage Fremont, LLC, a Delaware limited liability company ("**Commercial Owner**").

RECITALS

- A. Residential Owner is the owner of that certain real property located in the City of Chicago, County of Cook, State of Illinois, legally described in Exhibit "A" attached hereto (the "**Residential Property**").
- B. Commercial Owner is the owner of that certain real property located in the City of Chicago, County of Cook, State of Illinois, legally described in Exhibit "B" attached hereto (the "**Commercial Property**").
- C. Residential Owner has agreed to grant to Commercial Owner an exclusive easement on a portion of the Residential Property which is described in Exhibit "C" and depicted in Exhibit "D" as highlighted attached hereto (the "**Exclusive Easement Area**").

GRANT OF EXCLUSIVE EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the parties therefore agree as follows:

1. Grant of Exclusive Easement. Residential Owner hereby grants to Commercial Owner an exclusive easement in, on, over, under and across the Exclusive Easement Area and appurtenant to the Commercial Property, specifically excluding the first, second and third floor stairways providing ingress and egress to the third floor Residential Property (the "**Stairway**") (the "**Exclusive Easement**") for Commercial Owner's use, occupancy and enjoyment of the Exclusive Easement Area, subject to the rights of the Residential Owner pursuant to that certain Reciprocal Declaration of Covenants, Conditions, Restrictions and Easements for 912 West Armitage Avenue, Chicago, Illinois made by 912 W. Armitage LLC, an Illinois limited liability company, recorded April 29, 2008 as document 0812016034. For purpose of clarification, the

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Stairway is not part of the Commercial Property or the Exclusive Easement and is part of the Residential Property.

2. Duration. The Exclusive Easement shall be permanent and perpetual.

3. Maintenance. Commercial Owner shall, in Commercial Owner's sole discretion and at Commercial Owner's sole cost and expense, maintain the Exclusive Easement Area and Improvements within the Exclusive Easement Area in good, safe, clean, condition, in compliance with all laws including fire codes and not have any detrimental impact upon the Residential Owners use of the Stairway. All materials, replacements, substitute items and improvements installed or made by or on behalf of Commercial Owner within the Exclusive Easement Area shall be the sole property of Commercial Owner. Nothing herein shall require the Residential Owner to maintain the Easement Area; provided, however the Residential Owner shall have the right to repair the Easement Area to the extent that it detrimentally impacts the Residential Owners use or safety of the Stairway at the Commercial Owner's expense.

4. Access. Commercial Owner shall grant access to Residential Owner for the purpose of repair to the Stairway by Residential Owner at Residential Owner's sole cost and expense.

5. Indemnification. Commercial Owner shall indemnify, defend and hold harmless Residential Owner from any loss, damage, liability, claim, costs or expenses, which may result directly from any act or omission in connection with, related to or arising from Commercial Owner's exercise or use of the Exclusive Easement Area, except to the extent caused by or arising from any negligent act or omission of Residential Owner.

6. Covenants Run with the Land. The benefits and burdens of the Agreement shall run with the land and burden the Residential Property and inure to the benefit of Commercial Owner and the Commercial Property and bind each of Residential Owner and Commercial Owner and their respective successors and assigns. Any owner of the Residential Property upon which the Exclusive Easement Area is located shall be deemed to be a successor of Residential Owner under this Agreement. This Exclusive Easement Agreement shall terminate upon thirty (30) days notice from the Residential Owner in the event the Commercial Owner breaches the terms of this Agreement.

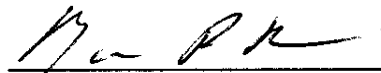
7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[signature page follows]

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IN WITNESS WHEREOF, this Agreement is duly executed as of the day and year first above written.

Residential Owner:



Ryan P. Price

Commercial Owner:

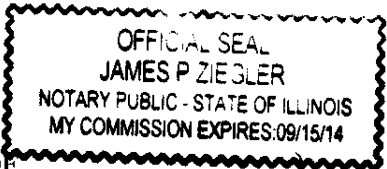
ARMITAGE FREMONT, LLC


By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On May 20, 2014 before me, James P. Ziegler, a notary public, personally appeared Ryan P. Price who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



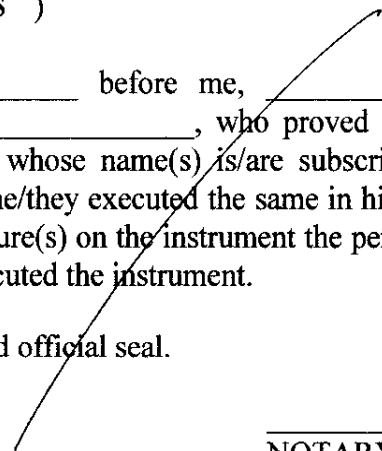


NOTARY PUBLIC

STATE OF _____)
)
COUNTY OF LOS ANGELES)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



NOTARY PUBLIC

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IN WITNESS WHEREOF, this Agreement is duly executed as of the day and year first above written.

Residential Owner:

Ryan P. Price

Commercial Owner:

ARMITAGE FREMONT, LLC

By: _____

Name: David Dushey

Title: Managing Member

STATE OF ILLINOIS)

COUNTY OF COOK)

On _____ before me, _____, a notary public, personally appeared Ryan P. Price, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF New York)

COUNTY OF Los Angeles)

On May 29, 2014 before me, Anna Papaioannou a notary public, personally appeared DAVID DUSHEY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Anna Papaioannou
NOTARY PUBLIC

ANNA PAPAIOANNOU
Notary Public, State of New York
No. 01PA6047865
Qualified in Queens County
Commission Expires Sept. 11, 2014

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE RESIDENTIAL PROPERTY

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:
LOT 24, EXCEPT THAT PART OF THE NORTH 95.3 FEET OF THE SOUTH 102.3 FEET OF THE WEST 18.0 FEET OF THE EAST 18.9 FEET OF LOT 24 LYING ABOVE A HORIZONTAL PLANE OF +14.40 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE OF +37.30 FEET (CHICAGO CITY DATUM) TOGETHER WITH THAT PART OF THE NORTH 5.3 FEET OF THE SOUTH 7.0 FEET OF THE WEST 14.0 FEET OF THE EAST 14.9 FEET OF SAID LOT 24 LYING ABOVE A HORIZONTAL PLANE OF +14.40 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE OF +37.30 FEET (CHICAGO CITY DATUM), IN SUB-BLOCK 6 IN CUSHMAN'S SUBDIVISION OF BLOCK 4 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "B"

LEGAL DESCRIPTION OF THE COMMERCIAL PROPERTY

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:
THAT PART OF THE NORTH 95.3 FEET OF THE SOUTH 102.3 FEET OF THE WEST 18.0 FEET OF
THE EAST 18.9 FEET OF LOT 24 LYING ABOVE A HORIZONTAL PLANE OF +14.40 FEET
(CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE OF +37.30 FEET (CHICAGO
CITY DATUM) TOGETHER WITH THAT PART OF THE NORTH 5.3 FEET OF THE SOUTH 7.0 FEET
OF THE WEST 14.0 FEET OF THE EAST 14.9 FEET OF SAID LOT 24 LYING ABOVE A
HORIZONTAL PLANE OF +14.40 FEET (CHICAGO CITY DATUM) AND LYING BELOW A
HORIZONTAL PLANE OF +37.30 FEET (CHICAGO CITY DATUM), IN SUB-BLOCK 6 IN CUSHMAN'S
SUBDIVISION OF BLOCK 4 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP
40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

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EXHIBIT "C"

LEGAL DESCRIPTION OF THE EXCLUSIVE EASEMENT AREA

FIRST FLOOR:

(A)

THAT PART OF THE NORTH 85.30 FEET OF THE SOUTH 95.90 FEET OF THE WEST 4.31 FEET OF THE EAST 23.21 FEET OF LOT 24 LYING ABOVE A HORIZONTAL PLANE OF +14.40 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE OF +26.00 FEET (CHICAGO CITY DATUM), IN SUB-BLOCK 6 IN CUSHMAN'S SUBDIVISION OF BLOCK 4 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 368 SQUARE FEET

SECOND FLOOR:

(B)

THAT PART OF THE NORTH 8.80 FEET OF THE SOUTH 102.30 FEET OF THE WEST 3.90 FEET OF THE EAST 22.80 FEET OF LOT 24 LYING ABOVE A HORIZONTAL PLANE OF +26.00 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE OF +37.30 FEET (CHICAGO CITY DATUM), IN SUB-BLOCK 6 IN CUSHMAN'S SUBDIVISION OF BLOCK 4 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 34 SQUARE FEET

SECOND FLOOR:

(C)

THAT PART OF THE NORTH 43.30 FEET OF THE SOUTH 73.25 FEET OF THE WEST 3.90 FEET OF THE EAST 22.80 FEET OF LOT 24 LYING ABOVE A HORIZONTAL PLANE OF +26.00 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE OF +37.30 FEET (CHICAGO CITY DATUM), IN SUB-BLOCK 6 IN CUSHMAN'S SUBDIVISION OF BLOCK 4 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 169 SQUARE FEET

SECOND FLOOR:

(D)

THAT PART OF THE NORTH 8.40 FEET OF THE SOUTH 9.79 FEET OF THE WEST 3.90 FEET OF THE EAST 22.80 FEET OF LOT 24 LYING ABOVE A HORIZONTAL PLANE OF +26.00 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE OF +37.30 FEET (CHICAGO CITY DATUM), TOGETHER WITH THAT PART OF THE NORTH 5.61 FEET OF THE SOUTH 7.00 FEET OF THE WEST 4.00 FEET OF THE EAST 18.90 FEET OF LOT 24 LYING ABOVE A HORIZONTAL PLANE OF +26.00 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE OF +37.30 FEET (CHICAGO CITY DATUM), TOGETHER WITH THAT PART OF THE NORTH IN SUB-BLOCK 6 IN CUSHMAN'S SUBDIVISION OF BLOCK 4 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

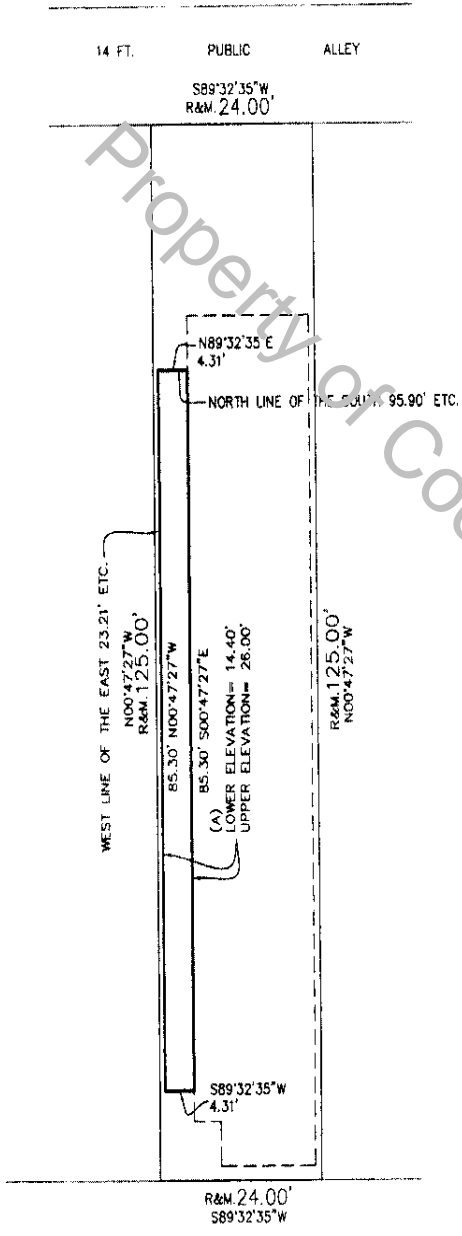
CONTAINING 55 SQUARE FEET

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EXHIBIT "D"

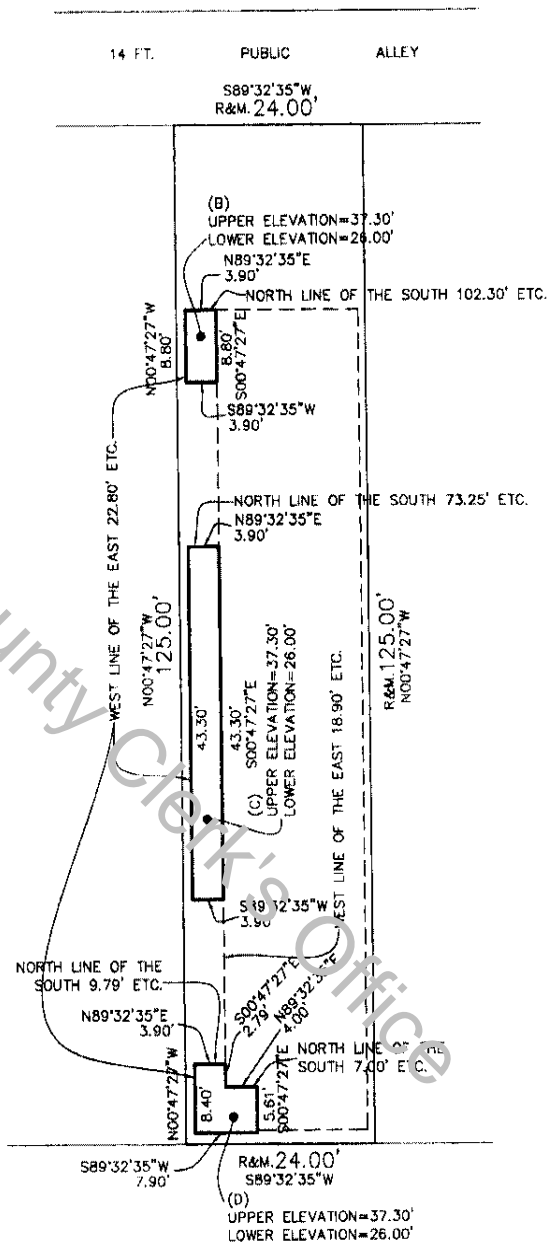
DEPICTION OF EXCLUSIVE EASEMENT AREA

FIRST FLOOR



W. ARMITAGE AVENUE
(RECORD 66 FT. PUBLIC R.O.W.)

SECOND FLOOR



W. ARMITAGE AVENUE
(RECORD 66 FT. PUBLIC R.O.W.)