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Doc#: 1428844063 Fee: \$56.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/15/2014 12:45 PM Pg: 1 of 10

Doc#: 1224329050 Fee: \$56.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/30/2012 12:16 PM Pg: 1 of 10

First American Title Order # NBS 5/21/40 30/9

## EASEMENT AND COST SHARING AGREEMENT

This Easement and Cost Sharing Agreement (this "Agreement") is made and entered into this 25<sup>th</sup> day of August, 2012, by and between McLean Business Center, LLC ("Lakeshore"), and McLean Center, L.L.C., an Illinois limited liability company ("McLean").

WHEREAS, Lakeshore is the holder of fee simple title to the property legally described in Exhibit A, attached hereto and made a part hereof (the "Lakeshore Parcel") and McLean is the holder of fee simple title to the property legally described in Exhibit B, attached hereto and made a part hereof (the "McLean Parcel");

WHEREAS, in connection with McLean's sale and Lakeshore's purchase of the Lakeshore Parcel, McLean requires certain easements over a portion of the Lakeshore Parcel in order to access the McLean Parcel, and Lakeshore has agreed to grant such easements required by McLean; and

WHEREAS, the parties have agreed to share the cost to maintain certain easement parcels and to share certain other costs that are common to both the McLean Parcel and the Lakeshore Parcel.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Prepared by and  
after recording return to:  
David B. Aufrecht, Esq.  
65 E. Wacker Place  
Suite 2300  
Chicago, Illinois 60601

This document is being re-recorded to  
reflect new PINS for McLean Parcel as  
13-35-123-087, 13-35-123-085 and 13-35-123-089  
and the new PIN for Lakeshore Parcel as  
13-35-123-090



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1. Grant of Easements. Lakeshore hereby grants to McLean, as depicted in an Easement Plat attached hereto as Exhibit "C", and legally described in Exhibit D, attached hereto and made a part hereof, as easements appurtenant to the McLean Parcel, four non-exclusive, perpetual easements on, over and across those portions of the Lakeshore Parcel legally described in Exhibit A (the "Easement Parcels"), as follows:

Easement Area "A" (approximately 5' by 24'): (a) access by McLean and its tenants to and from the McLean Parcel as a possible emergency exit and (b) a temporarily easement to place equipment, including but not limited to, ladders and lifts, only at such times as McLean is then conducting repairs on the McLean Parcel.

Easement Area "B" (approximately 34' by 220'): (a) Vehicular (including, but not limited to, trucks and trailers) access by McLean and its tenants to and from the McLean Parcel, to and from McLean Avenue; (b) Temporary vehicular (including, but not limited to, trucks and trailers) parking by McLean and its tenants, including but not limited to, parking in stalls to access the overhead doors at the building located on the McLean Parcel; (c) pedestrian access by McLean and its tenants to and from Easement Area B and to and from Easement Area D, (d) to permit a truck scale to be installed for use by McLean and its tenants. Except for the truck scale referred to in (d), above, McLean and its tenants shall not be permitted to park or to leave any vehicle or other item of personal property in Easement Area "B" for more than twenty four (24) hours. In addition, to the extent the existing building currently located on the McLean Parcel encroaches onto Easement Area "B", McLean shall have an exclusive and perpetual easement to the extent necessary to allow its building to remain at the same location, provided that McLean shall not construct any improvement which causes its building to further encroach onto Easement Area "B".

Easement Area "C" (approximately 16' by 220'): Vehicular (including, but not limited to, trucks and trailers) access by McLean and its tenants to and from Easement Area "B", to and from McLean Avenue. Vehicles, including trucks and trailers, shall not be permitted to park, stop or idle in Easement Area "C", which Easement Area "C" is intended to also allow pedestrian access from Lakeshore's parking lot areas to Easement Area "D".

Easement Area "D" (approximately 30' by 34'): Pedestrian use only for access by McLean and its tenants to and from entrances to the buildings located on the McLean Parcel. No vehicular uses, including the parking of any vehicles, trucks or trailers, shall be permitted.

General Restriction: McLean and its tenants shall not be permitted to park or to leave any Vehicles (including, but not limited to, trucks and trailers), to store any item of personal property or to place any debris, trash, business equipment, materials or such other items on any portion of the Lakeshore Parcel, including the Lakeshore parking areas, except in Easement Area "B" as permitted by this Agreement. In the event of a violation of the preceding sentence McLean shall remove such unpermitted items after notified by Lakeshore.

2. Use of Sprinkler Pump. McLean hereby agrees to allow Lakeshore to use and connect to the sprinkler pump currently located on the McLean Parcel which services both the McLean Parcel and the Lakeshore Parcel (the "Sprinkler Pump").

3. Cost Sharing. McLean and Lakeshore shall share the following costs that are common to their respective parcels:

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A. Maintenance of the Easement Parcel. All maintenance and repair of Easement Area A shall be performed solely by Lakeshore at its sole cost and expense. All maintenance and repair of Easement Areas B,C and D (collectively "Easements B-D"), including but not limited to, the maintenance and repair of all asphalt and sewers, snow removal, keeping Easements B-D in a neat and clean condition free of debris, trash, equipment and materials and such other items (except as specifically permitted in Easement Area B) and the maintenance and repair of the gated entrance to McLean Avenue, shall be performed by McLean, so long as McLean is the owner of the McLean Parcel. If the McLean Parcel is conveyed, the new owner of the McLean Parcel and the owner of the Lakeshore Parcel shall determine which owner shall perform maintenance and repair of Easements B-D. In the event the party that is to perform the maintenance and repairs to Easements B-D (the "Repairing Party") fails to perform necessary repairs and maintenance within thirty (30) days after receiving a written request from the other party, the other party may perform such necessary repairs and maintenance. The parties shall equally share the actual cost incurred to maintain and repair Easements B-D as described herein, except if a party hereto (or anyone using Easements B-D pursuant to a right to do so given by one of the parties hereto), commits a negligent act that results in damage to Easements B-D (including but not limited to the gated entrance) such party shall be fully responsible for the cost of such repair. The party performing maintenance or repairs pursuant to this paragraph shall provide a detailed statement of amounts expended along with a written request to the other party for payment of its share of such costs.

B. Maintenance of the Sprinkler Pump. The maintenance and repair of the Sprinkler Pump shall be performed by the owner of the McLean Parcel. All costs of maintaining and repairing the Sprinkler Pump shall be shared between the parties based on the ratio of the area of the buildings on each parcel which are served by the Sprinkler Pump.

C. Allocation of Water Bill. The parties hereby agree that for as long as the water usage for the McLean Parcel and the Lakeshore Parcel are billed from one meter that covers both properties, the parties shall share the payment of the water bill based on the ratio of the area of the buildings on each parcel. At any time either party hereto may elect to install a submeter, at the electing party's sole cost and expense, so that the water bill may be allocated between the parties based on actual usage. The water bill shall be paid by McLean and Lakeshore shall reimburse McLean for its share of the water bill after a copy of the bill is provided to Lakeshore along with a written request for payment.

4. Payment and Lien for Nonpayment. Any party that is entitled to payment from the other party pursuant to this Agreement shall pay such amount within ten (10) days after receipt of a written request. In the event payment is not made within said ten (10) day period, the amount owed shall be deemed to be secured by a lien on the parcel owned by the obligated party. The party that has a lien pursuant to this paragraph shall be entitled to record the lien on the parcel owned by the obligated party.

5. Binding on Successors. The terms of and covenants contained in this Agreement shall run with the land and be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

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

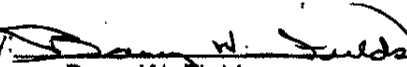
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7. Amendments. This Agreement may be amended or modified only by a written instrument executed by the parties hereto or their respective successors and assigns.

McLean Center, L.L.C.

By: Barry W. Fields and Associates, Inc.,  
Manager

By:   
Barry W. Fields  
President

McLean Business Center, L.L.C.

By:   
Its: McGraw


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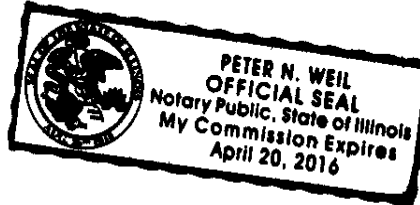
STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Michael A. Gole personally known to me to be the Mgr. of McLean Business Center, LLC 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 acknowledged that as such Mgr. he signed and delivered the said instrument pursuant to authority given by the members of McLean Business Center, LLC and as his free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28 day of August, 2012.

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

Commission expires:



STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Barry W. Fields personally known to me to be the President of Barry W. Fields and Associates, Inc., the Manager of McLean Center, L.L.C. 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 acknowledged that as such President of the Manager he signed and delivered the said instrument pursuant to authority given by the members of McLean Center, L.L.C. and the Board of Directors of Barry W. Fields and Associates, Inc., and as his free and voluntary act, and as the free and voluntary act of said companies, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23 day of August, 2012.

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

Commission expires:



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## EXHIBIT A

### PARCEL 1:

LOT 37 AND LOTS 39 TO 53, BOTH INCLUSIVE (EXCEPT THE NORTH 4.00 FEET OF LOTS 51 TO 53, BOTH INCLUSIVE, DEDICATED FOR PUBLIC STREET PURPOSES BY PLAT OF DEDICATION RECORDED SEPTEMBER 29, 1966 AS DOCUMENT 19956481) IN PRICE AND MOSS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE NORTH 1/2 OF VACATED MCLEAN AVENUE LYING SOUTH OF AND ADJOINING LOTS 29 TO 37, BOTH INCLUSIVE, AND THE SOUTH 1/2 OF VACATED MCLEAN AVENUE LYING NORTH OF AND ADJOINING LOTS 39 TO 50, BOTH INCLUSIVE, IN PRICE AND MOSS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

THE NORTH 1/2 OF VACATED MCLEAN AVENUE LYING SOUTH OF AND ADJOINING LOTS 26 TO 28, BOTH INCLUSIVE, AND THE SOUTH 1/2 OF VACATED MCLEAN AVENUE LYING NORTH OF AND ADJOINING LOTS 51 TO 53, BOTH INCLUSIVE, TOGETHER WITH THE NORTH 4.0 FEET OF SAID LOTS 51 TO 53 AFORESAID, IN PRICE AND MOSS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 3912 W. McLean, Chicago, Illinois (portion)

PINS: 13-35-123-079-0000 (portion); 13-35-123-042-0000; 13-35-123-041-0000; 13-35-123-040-0000; 13-35-123-039-0000; 13-35-123-038-0000; 13-35-123-037-0000; 13-35-123-036-0000; 13-35-123-035-0000; 13-35-123-023-0000 (portion); 13-35-123-024-0000 (portion); 13-35-123-083-0000 (portion); 13-35-123-084-0000 (portion)

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## EXHIBIT B

### PARCEL 1:

LOTS 22 TO 36, BOTH INCLUSIVE, IN PRICE AND MOSS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

ALL THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING LOTS 4 TO 9, BOTH INCLUSIVE, AND LYING NORTH OF AND ADJOINING LOTS 30 TO 37, BOTH INCLUSIVE, IN PRICE AND MOSS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 3912 W. McLean, Chicago, Illinois (portion)

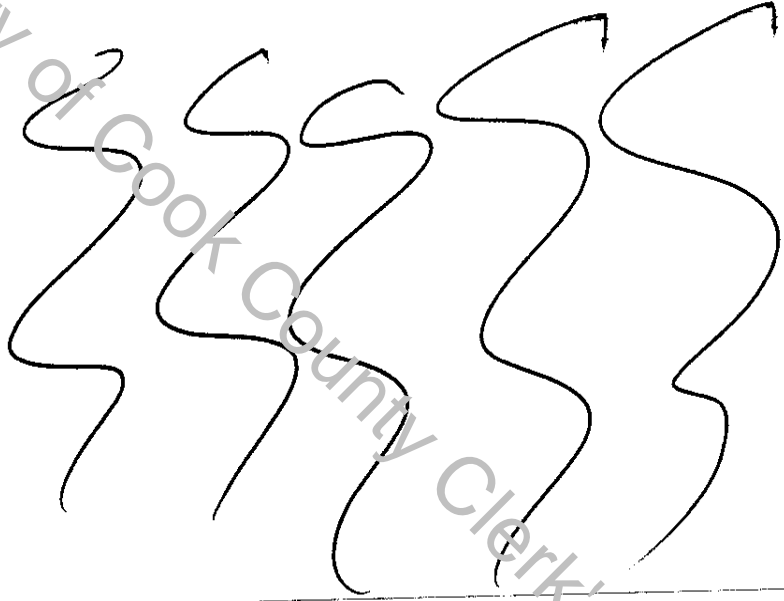
PINS: 13-35-123-079-0000 (portion), 13-35-123-023-0000 (portion); 13-35-123-024-0000 (portion); 13-35-123-083-0000 (portion); 13-35-123-084-0000 (portion)

County Clerk's Office

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EXHIBIT C  
EASEMENT PLAT

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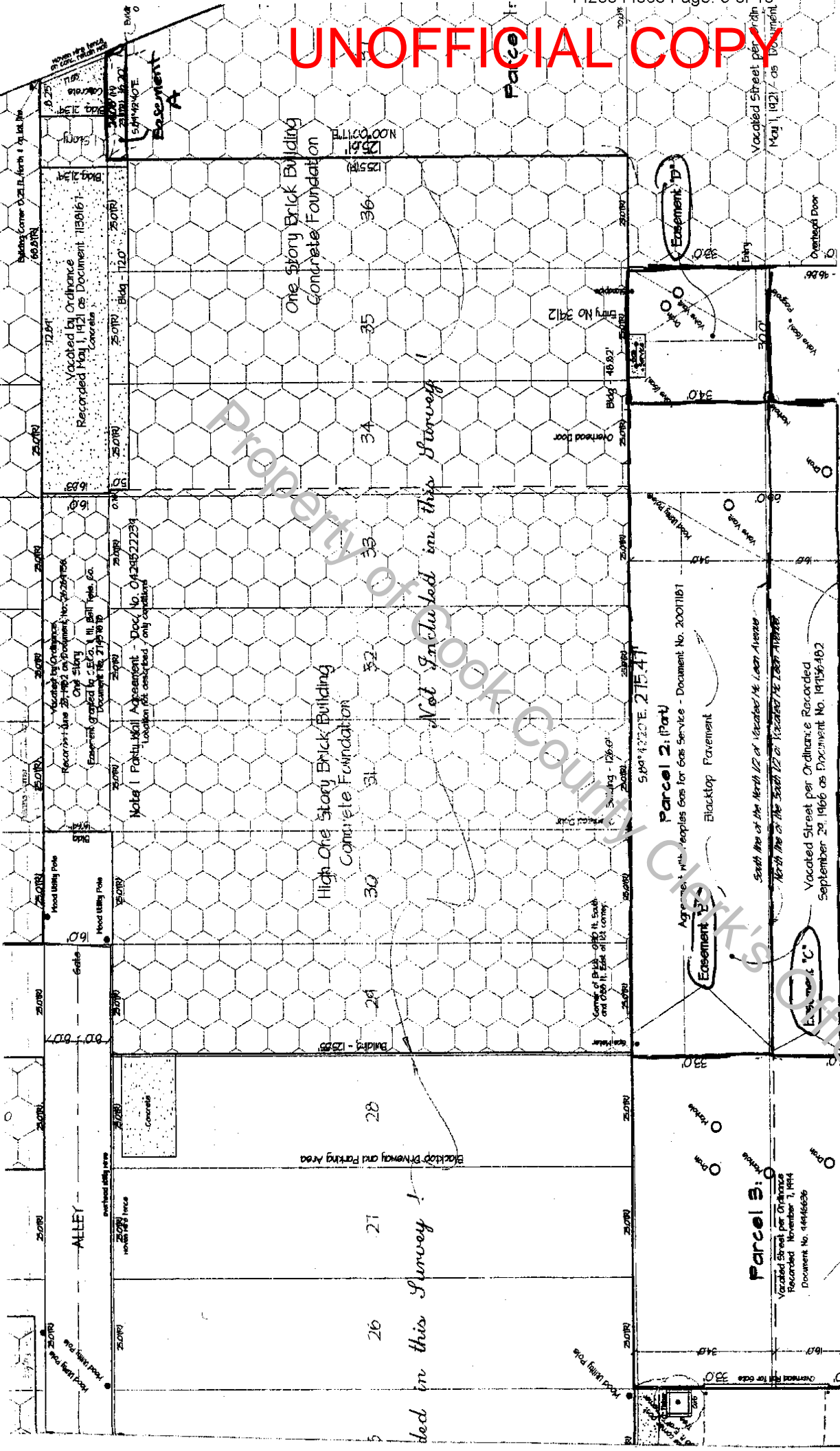


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Page 11



Vacated by Ordinance  
Recorded May 1, 1921 as Document 1180161  
Concrete

Vacated by Ordinance  
Recorded June 29, 1922 as Document No. 26261806  
One Story  
Equipment granted by C.O. H. Bell Telephone Co.  
Document No. 2147410

Note: Paved Mall Agreement - Doc. No. 04324922234  
Location not checked, only certificate

Vacated Street per Ordinance  
Recorded November 7, 1914  
Document No. 44446626

Vacated Street per Ordinance  
Recorded May 1, 1921 as Document 1180161  
Concrete

One Story Brick Building  
Concrete Foundation

High One Story Brick Building  
Concrete Foundation

Parcel 3:  
One Story Brick Building  
Concrete Foundation

Parcel 2: (Part)  
Agreement with Peoples Gas for Gas Service - Document No. 2007181  
Blacktop Pavement

Parcel 1:  
Paved Mall Agreement - Doc. No. 04324922234  
Location not checked, only certificate

Parcel 3:  
Vacated Street per Ordinance  
Recorded November 7, 1914  
Document No. 44446626

Not Included in this Survey!

Not Included in this Survey!

Easement 'D'

Easement 'B'

Easement 'C'

Vacated Street per Ordinance  
Recorded May 1, 1921 as Document 1180161

South 1/4 of the North 1/2 of Vacated McLean Avenue  
North 1/4 of the South 1/2 of Vacated McLean Avenue

Vacated Street per Ordinance  
Recorded November 7, 1914  
Document No. 44446626

Vacated Street per Ordinance  
Recorded May 1, 1921 as Document 1180161  
Concrete

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## EXHIBIT D LEGAL DESCRIPTIONS

### EASEMENT "A"

THE NORTH 5 FEET OF LOT 37 IN PRICE AND MOSS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### EASEMENT "B"

THE NORTH 34.0 FEET (EXCEPT THE EAST 30.0 FEET THEREOF) OF VACATED MC LEAN AVENUE LYING SOUTH OF AND ADJOINING LOTS 26 THROUGH 35, BOTH INCLUSIVE, IN PRICE AND MOSS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### EASEMENT "C"

THE SOUTH 16.0 FEET OF THE NORTH 50.0 FEET (EXCEPT THE EAST 30.0 FEET THEREOF) OF VACATED MC LEAN AVENUE LYING SOUTH OF ADJOINING LOTS 26 THROUGH 35 IN PRICE AND MOSS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### EASEMENT "D"

THE NORTH 34.0 FEET OF THE EAST 30.0 FEET OF VACATED MC LEAN AVENUE LYING SOUTH OF AND ADJOINING LOTS 35 AND 36, BOTH INCLUSIVE, IN PRICE AND MOSS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.