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**THIS INSTRUMENT PREPARED BY AND
PLEASE RETURN TO:**

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Chicago, IL 60604
1-312-362-0000



Doc#: 1509344047 Fee: \$50.00
RHSP Fee:\$9.00 RPPF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/03/2015 12:49 PM Pg: 1 of 7

AGREEMENT AND EASEMENT

This Agreement and Easement is entered into as of this 14 day of MARCH, 2015 by and between Garden Ridge Lofts and Townhomes Condominium Homeowners' Association ("the Association") and Nikolay Bogdanov and Marina Plushev ("Owners"), the owners of Unit 108 at the Garden Ridge Lofts and Townhomes Condominiums.

WHEREAS, the Board of Managers ("the Board") of the Association is responsible for the operation, care, upkeep, maintenance, replacement and improvement of the common elements of the condominium property known as the Garden Ridge Lofts and Townhomes Condominiums which are located at 1834-40 North Ridge Ave, Evanston, IL 60201, and which is legally described on Exhibit "A" attached hereto;

WHEREAS, Owners are the owners of the real property located at 1834 Ridge Ave, Unit 108, Evanston, IL 60201, and which is legally described on Exhibit "P" attached hereto;

WHEREAS, Owners have requested that the Board allow Owners to install a SolaTube Daylighting System, which installation will require that work be done with respect to the elements; and

WHEREAS, the Board is willing to allow said installation on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are made a part of this Agreement and Easement, the parties agree as follows:

1. Within six (6) months following the date first above written, Owners may install not more than two (2) SolaTube 160DS, with an approximate diameter of 10 inches, and two (2) SolaTube 290DS, with an approximate diameter of 14 inches.

2. Any such installation shall be by an authorized dealer of SolaTube products.

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3. Owners are granted easement over the common elements to the extent necessary for the installation, maintenance, repair and removal of the two (2) SolaTube 160DS, with an approximate diameter of 10 inches, and two (2) SolaTube 290DS, with an approximate diameter of 14 inches.

4. Any person or entity who performs the installation, maintenance, repair, removal or any other work with respect SolaTube products or the common elements shall deliver to the Board a Certificate of Insurance (ACORD) issued by a company authorized to insure risks within the State of Illinois and evidencing that the person or entity has Commercial General Liability Insurance (CGL) with limits of liability not less than \$1,000,000 per occurrence, automobile liability insurance with limits of liability not less than \$1,000,000 per occurrence and worker's compensation insurance as required by statute. Said Certificate of Insurance shall be delivered to the Board not less than two (2) business days prior to the commencement of the work and shall name the Association and its property manager as additional insureds or loss payees.

5. Any person or entity who performs the installation, maintenance, repair, removal or any other work with respect SolaTube products shall be approved in writing by the Board prior to the commencement of any such work.

6. Any agreement for the installation, maintenance, repair, removal or any other work with respect SolaTube products, including work done with respect to the common elements, the roof and the roof structure, shall be in writing and shall approved in writing by the Board prior to the commencement of any such work. Any such agreement shall further provide that the Association is a third-party beneficiary of any such agreement.

7. To the extent provided in the recorded Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Garden Ridge Lofts and Townhomes Condominiums, the Board shall be responsible for the maintenance, repair or replacement of the common elements, the roof and roof structure and the costs shall be a common expense, except that Owners shall be pay for and be responsible for the cost of maintenance, repair or replacement of the common elements, the roof and roof structure to the extent that such maintenance, repair or replacement is due to the SolaTube installation.

8. In the event that maintenance, repair or replacement of the SolaTube installation is required, Owners shall make such repairs within fourteen (14) days following notice from the Board. In the event that Owners fail or refuse to make any such maintenance, repair or replacement of the SolaTube installation within said fourteen (14) days, the Board may undertake such maintenance, repair or replacement or, in the Board's sole discretion, remove the SolaTube installation.

9. Owners, at their sole cost and expense, shall be responsible for the cost of removing, altering, repairing, replacing or reinstalling the SolaTube installation if the same is deemed necessary by the Association for the maintenance, repair or replacement of the common elements, the roof or the roof structure. Any such deadlines for the removal, alteration, repair, replacement or reinstallation of the SolaTube installation shall be in the sole discretion of the Board.

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10. In the event that the SolaTube installation is not properly maintained, falls into disrepair or causes leaks or damage to one or more units or to the common elements, the Board, in its sole discretion, may require Owners, at their sole cost and expense, to remove the SolaTube installation and restore the common elements to the same condition as the common elements were in prior to the installation of the SolaTube installation. In the event that Owners fail or refuse to remove the SolaTube installation within thirty (30) days following notice, the Board may undertake such removal and charge back the costs thereof to Owners.

11. In the event that any damage or injury to the common elements, the roof and roof structure is due to the SolaTube installation, Owners shall be responsible for the costs of any such damage to the common elements, the roof or the roof structure.

12. Any costs incurred by the Board for the maintenance, repair, replacement or removal of the SolaTube installation or the common elements, the roof and roof structure that is due to the SolaTube installation shall be charged to Owners and shall be repaid to the Association within fourteen (14) days following invoice.

13. Any unpaid sums not repaid by Owners shall be a charge and a lien against Owners' unit, which is legally described on Exhibit "B."

14. Any sums not repaid by Owners shall bear interest at the rate of 12% per annum, accruing as of the date of invoice.

15. Any attorneys' fees, costs and expenses incurred by the Association in enforcing this Agreement and Easement shall be borne by Owners and shall be a charge and lien against Owners' condominium unit, which is legally described on Exhibit "B."

16. This Agreement shall run with the land and shall be binding upon the parties' successors and assigns.

IN WITNESS WHEREOF, the parties have execute this Agreement and Easement on the date first above written.

**Garden Ridge Lofts and Townhomes
Condominium Homeowners' Association**

By: Christine Brady
Its: President

[Signature]
Nikolay Bogdanov and
[Signature]
Marina Pliushev

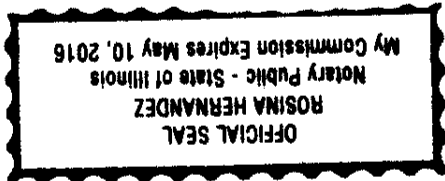
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Nikolay Bogdanov and Marina Plushev, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

Given under my hand and notarial seal this 14 day of MARCH, 2015.

Rosina Hernandez
Notary Public
My commission expires: MAY 10, 2016



CLERK OF COOK COUNTY Clerk's Office

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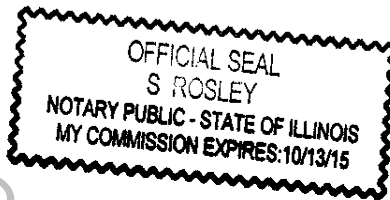
STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Chris Brady, the President of Garden Ridge Lofts and Townhomes Condominium Homeowners' Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chris Brady appeared before me in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14 day of March 2015.

S Rosley

Notary Public
My commission expires: 10/13/15



Property
Cook County Clerk's Office

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EXHIBIT A

PARCEL 1:

THE SOUTH 65 FEET OF LOT 2 IN SUBDIVISION BY COMMISSIONERS OF CIRCUIT COURT PARTITION OF LOTS 23 AND 25 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART DEDICATED TO CITY OF EVANSTON BEING A TRACT LYING EASTERLY OF A LINE COMMENCING AT A POINT IN SOUTHERLY LINE OF SAID PREMISES 25 FEET WESTERLY OF SOUTHEASTERLY CORNER OF SAID PREMISES AND EXTENDED NORTHWESTERLY IN A STRAIGHT LINE THEREFROM TO A POINT IN NORTHERLY LINE OF SAID PREMISES 30 FEET WESTERLY FROM NORTHEAST CORNER OF SAID PREMISES) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 71 FEET OF LOT 3 MEASURED PARALLEL WITH THE NORTH LINE OF SAID LOT 3 (EXCEPT THAT PART OF LOT 3 CONVEYED TO CITY OF EVANSTON FOR PUBLIC STREET OR HIGHWAY BY DEED, RECORDED AS DOCUMENT 9467665, DESCRIBED AS FOLLOWS: COMMENCING AT NORTHEAST CORNER OF SAID LOT 3; THENCE WEST 25 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE EASTERLY LINE OF SAID LOT 3 183 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTH 83 FEET TO PLACE OF BEGINNING) IN CIRCUIT COURT PARTITION OF LOTS 23 AND 25 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 1834-40 North Ridge Ave, Evanston, IL 60201

P.I.N.: 11-18- 11-026-1001 through

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EXHIBIT B

UNIT 108 AND PARKING UNIT P-12 IN GARDEN RIDGE LOFTS AND TOWNHOMES CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF CERTAIN PARCELS OF REAL ESTATE LOCATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 22, 2000 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT 00365644, TOGETHER WITH AN APPURTENANT UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Address: 1834 Ridge Ave, Unit 108, Evanston, IL 60201

P.I.N.: 11-18-111-026-1008

11-18-111-026-1050

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