



Doc# 1726213014 Fee \$76.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/19/2017 10:04 AM PG: 1 OF 6

# RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") made this 13<sup>th</sup> day of September, 2017, at Chicago, Illinois, by and among PALLADIO CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation ("Palladio"), and CLARK ORLEANS HOLDINGS, INC., an Illinois corporation ("Clark Orleans");

### WITNESSETH:

WHEREAS, Palladio is the condominium association formed pursuant to the Declaration of Condominium Pursuant to the Condominium Property Act for the Palladio Condominiums recorded at the Cook County Recorder's Office on May 20, 2002 as Document Number 20569483, and administers the land described as per the attached Exhibit A, which is made a part hereof, and hereinafter referred to as Property A; and,

WHEREAS, Clark Orleans is the owner of land described as per the attached Exhibit B, which is made a part hereof, and hereinafter referred to as Property B; and,

WHEREAS, there is a building erected on Property A, comprised of Condominium Property and Commercial Property, as further defined in the Declaration of Covenants, Conditions, Restrictions and Easements recorded at the Cook County Recorder's Office on May 20, 2002 as Document Number 20572211; and

WHEREAS, the Condominium Property constitutes the Palladio Condominium Association; ; and

WHEREAS, the Commercial Property is not part of the Palladio Condominium Association; and

WHEREAS, a cornice of the southeast portion of the building erected on Property A encroaches upon the northeast portion of Property B (the "Building Encroachment"); and

WHEREAS, there is a parking garage erected on Property B immediately south and adjacent to Property A; and

WHEREAS, Clark Orleans has applied to the City of Chicago Department of Buildings to permit renovation of the existing structure for residential use on Property B (the "Project"); and

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WHEREAS, the City of Chicago Department of Buildings may approve the application upon the condition, inter alia, that Property A grant an easement for light and air for the benefit of the present and future owners of Property B in order to comply with the applicable light and ventilation provisions of Title 13, Chapter 13-172-060 of the Chicago Building Code; and

WHEREAS, Palladio and Clark Orleans both hereby desire to grant easements, as set forth herein, to resolve both the Building Encroachment and the City of Chicago light and air requirement by granting Palladio permanent easement rights to the Building Encroachment area and by granting Clark-Orleans permanent easement rights to the light-air area, both as hereinafter defined.

NOW, THEREFORE, in consideration of Clark Orleans' payment of \$10,000.00 to Palladio, and other good and valuable consideration acknowledged by the parties hereto, the parties declare as follows:

1. **Beneficial Parties; Binding Effect.** The rights, privileges, obligations and burdens hereby imposed and all other terms of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, grantees, successors and assigns, as well as the condominium/community associations formed or to be formed for the respective properties, their boards, members and unit owners.
2. **Light Air Easement.** Palladio hereby grants, gives and conveys to Clark Orleans an easement (the "Light Air Easement") allowing unrestricted light and air over Property A as described herein, and for no other purpose, within the area starting at the southwest corner of the property line and continuing to a point 1 (one) foot north thereof, then continuing thirty-three feet east to a point 1 (one) foot north of the south property line, and then continuing south to the property line, and ending at the southwest corner of the property line, from + twenty-one (21) feet Chicago City Datum to the sky, such that no construction, attachment, or protuberance on said area of Property A shall ever infringe upon the light and air provided to Property B. The Light Air Easement area may not be enlarged or modified without the written consent of both parties to this Agreement.
3. **Building Encroachment Easement.** Clark Orleans hereby grants, gives and conveys to Palladio a perpetual right and easement (the "Building Encroachment Easement") for the ownership, operation and maintenance of the existing building cornice encroachment over Property B as described below, and for no other purpose. The existing building cornice measurements are: 104 ¼ inches in length, 18 inches in diameter and 29 inches tall. Palladio shall be solely responsible for maintenance of the Building Encroachment, including the building cornice, in a safe condition and in good order and repair, including all costs and expenses related thereto, and Palladio is hereby granted access to the Easement Area from time to time to perform such maintenance and repairs. The Building Encroachment area may not be enlarged or modified without the written agreement of both parties to this agreement.

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4. **Duration of Easements.** The easements granted herein shall remain binding from the date hereof, and continue until the expiration of twenty-five (25) years after the date hereof, and shall automatically renew every ten (10) years thereafter unless the Parties (or their successor condominium boards, if any) amend or terminate same.
5. **Enforcement; Remedies.** Either Party may enforce this Agreement by appropriate action and should said Party prevail in such litigation, it shall recover from the other Party its costs and reasonable attorney fees.
6. **Indemnification.** To the fullest extent permitted by law, each party to this Agreement agrees to indemnify, defend, save and hold harmless the other parties, their directors, officers, members, employees, agents and assigns, and the successors, assigns, heirs and personal representatives of each of them, from and against all liability, claim, loss, damage, cost or expense (including but not limited to attorney's fees) arising from (a) any breach of this Agreement by a party or by those persons for whom the party is responsible, or (b) any personal injury or property damage caused by the acts or omissions of a party or those persons for whom the party is responsible.
7. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws.
8. **Validity and Severance.** If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion thereof shall remain in full force and effect.
9. **Modification.** This Agreement may not be modified in any respect whatsoever, or rescinded in whole, or in part, except with the written consent of the then owners of Property A and Property B and then only by written agreement duly executed and acknowledged, or except as may be required by law, which agreement shall be recorded in the office of the Cook County Recorder's Office, Cook County, Illinois.
10. **Recording.** This Agreement shall be recorded with the Cook County Recorder's Office, Cook County, Illinois.
11. **Consideration.** Clark Orleans shall submit payment to Palladio in the amount of \$10,000.00 within fourteen (14) days after all parties execute this Agreement.
12. **Counterpart Signatures.** This Agreement may be signed in counterpart originals, and any one or more of these originals which individually or collectively contain the signatures of all the parties hereto shall be deemed a complete original.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

**PALLADIO CONDOMINIUM ASSOCIATION**, an Illinois not-for-profit corporation

By: Gene Eydelman Vice President  
Its: Vice President



STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK    )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Palladio Condominium Association Board, is the same person whose name is subscribed to this foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> Day of September 2017

Effie Shimp  
Notary Public

**Clark Orleans Holdings, Inc.**, an Illinois corporation

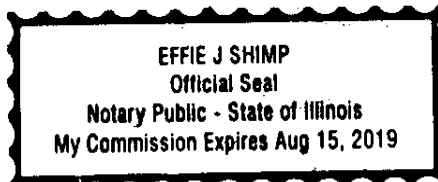
By: [Signature]  
Name: R. Todd Buffington  
Its: President

STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK    )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that R. Todd Buffington, personally known to me to be the President of Clark Orleans Holdings, Inc., and Illinois corporation, is the same person whose name is subscribed to this foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ Day of \_\_\_\_\_, 2017

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



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## EXHIBIT A

THE PALLADIO CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 1 IN THE 2042 NORTH CLARK SUBDISIVION BEING A SUBDIVISION IN THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0020569483, IN COOK COUNTY, ILLINOIS

COMMON ADDRESS: 2042 NORTH CLARK STREET, CHICAGO, ILLINOIS 60614

Permanent Index Nos.: 14-33-208-031-1001 through 14-33-208-031-1010.

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## EXHIBIT B

### PARCEL 1:

THE NORTHEAST 1/4 (EXCEPT THAT PART THEREOF TAKEN AND USED FOR LANE PLACE, NOW COMMONLY KNOWN AS NORTH ORLEANS STREET) OF LOT 4 IN CHRISTIAN KUHN'S SUBDIVISION OF BLOCK 31 IN THE CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 14-33-208-005-0000

### PARCEL 2:

THAT PART OF SUB-LOT 3 LYING EAST OF LANE PLACE (NOW COMMONLY KNOWN AS NORTH ORLEANS STREET) OF THE SUBDIVISION OF LOT 3 IN CHRISTIAN KUHN'S SUBDIVISION OF BLOCK 31 IN THE CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index No. 14-33-208-006-0000

COMMON ADDRESS: 2036 NORTH CLARK STREET, CHICAGO, ILLINOIS 60614

This Instrument prepared by, and after recording return to:  
Law Offices of Donald C. Battaglia, Ltd.  
5543 W. Diversey Avenue, Chicago, Illinois 60639