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1801819031

Prepared By:
William M. Brennan
Goldstine, Skrodzki, Russian, Nemecek
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835 McClintock Drive
Burr Ridge, Illinois 60527

Doc# 1801819031 Fee \$44.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/18/2018 11:23 AM PG: 1 OF 4

After Recording Mail to:
William M. Brennan
Goldstine, Skrodzki, Russian, Nemecek
Hoff, Ltd.
835 McClintock Drive
Burr Ridge, Illinois 60527

FIRST AMENDMENT TO DECLARATION OF EASEMENTS

This First Amendment to Declaration of Easement ("First Amendment") is made as of January 16, 2018, by GlazCo Limited Partnership, an Illinois limited partnership (the "Owner").

RECITALS

WHEREAS, Owner owns legal title to the property commonly known as 4833-35 South Ashland, Chicago, Illinois, legally described on Exhibit A hereto (the "North Building"), and Owner also owns legal title to the property commonly known as 4837 South Ashland, Chicago, Illinois, legally described on Exhibit B hereto (the "South Building").

WHEREAS, on October 25, 2017, a Declaration of Easements was recorded with the Cook County Recorder of Deeds as document number 1729829098 (the "Declaration").

WHEREAS, Owner seeks to modify Section 1 of the Declaration to grant the South Building Owner access to the North Building for the limited purpose of disconnecting or "capping off" off the Fire System from entering into and serving the South Building.

WHEREAS, unless otherwise defined herein, all capitalized terms shall have the same meaning as in the Declaration.

FIRST AMENDMENT

1. The foregoing recitals are incorporated into this First Amendment as if first written herein.

CCRD REVIEW 

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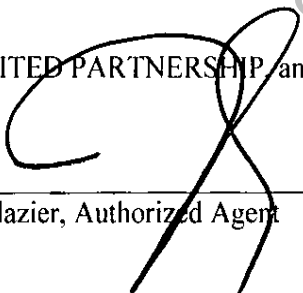
- 2. The Declaration is amended to add the following at the end of Section 1:

“The South Building Owner shall have the limited and narrow right to disable or “cap off” the Fire System so that the Fire System no longer services the South Building (“**Work**”) upon providing the North Building Owner at least thirty (30) days advance written notice. All cost and expense associated with the Work, and any related costs associated with adjusting, altering, changing, or otherwise modifying the Fire System so that the same can continuously serve the North Building, or as may be otherwise required by any governmental authority having jurisdiction over the North Building or the Fire System as a result of the Work or any ancillary modifications resulting therefrom, shall be at South Building Owner’s sole cost and expense. The Work shall be completed by a licensed, insured, and bonded contractor approved in advance by the North Building Owner in its reasonable discretion (“**Contractor**”). Contractor shall carry insurance in forms and coverages acceptable to North Building Owner’s reasonable discretion, and name North Building Owner as an additional insured thereunder. North Building Owner may require that South Building Owner deposit with North Building Owner the reasonable estimate of the costs of the Work prior to the commencement of the Work.”

- 3. All other terms of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Owner has executed this First Amendment as of the day and year first above written.

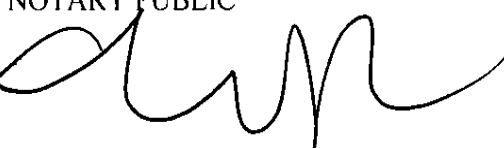
GLAZCO LIMITED PARTNERSHIP, an Illinois limited partnership

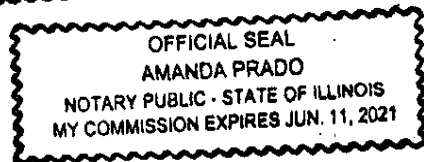
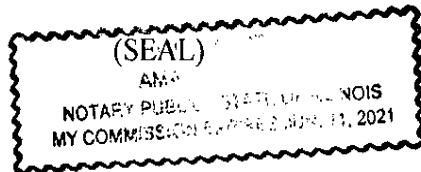
By: 
 Josh Glazier, Authorized Agent

STATE OF ILLINOIS)
) ss
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Josh Glazier, Authorized Agent of GlazCo Limited Partnership, an Illinois limited partnership, 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 he signed, sealed and delivered the said instrument, as his free and voluntary act, and as the free and voluntary act of GlazCo Limited Partnership, pursuant to the authority granted him as said Authorized Agent, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 16 day of January, 2018.

NOTARY PUBLIC




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EXHIBIT A

LEGAL DESCRIPTION OF NORTH BUILDING

Lots 14-15 (except that part of said lots lying west of a line 50 feet east of and parallel with the west line of Section 8 hereinafter described) in Block 4 in Resubdivision of Blocks 3 and 4 of Kay's Addition to Chicago, being a Subdivision of the Northwest ¼ and the South ½ of the Northwest ¼ of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, IL.

4833-35 South Ashland Avenue, Chicago, IL

PIN: 20-08-108-042

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EXHIBIT B

LEGAL DESCRIPTION OF SOUTH BUILDING

Lots 16-20 (except that part of said lots lying west of a line 50 feet east of and parallel with the west line of Section 8 hereinafter described) in Block 4 in Resubdivision of Blocks 3 and 4 of Kay's Addition to Chicago, being a Subdivision of the Northwest ¼ and the South ½ of the Northwest ¼ of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, IL.

4837 South Ashland Avenue, Chicago, IL

PIN: 20-08-108-043

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