



Doc# 1932941088 Fee \$88.00

THIS INSTRUMENT PREPARED BY AND RETURN TO: DAVID J. O'KEEFE Schain, Banks, Kenny & Schwartz, Ltd. 70 W. Madison Street Suite 5300 Chicago, Illinois 60602

RHSP FEE:\$9.00 RPRF FEE: \$1.00 EDWARD M. MOODY COOK COUNTY RECORDER OF DEEDS DATE: 11/25/2019 02:18 PM PG: 1 OF 9

CCH1190513620 YK (handwritten notes)

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (the "Agreement") is made as of this 3rd day of November, 2019, by and between RIVERLINE F-1, LLC, a Delaware limited liability company ("F-1"), and RIVERLINE F-3, LLC, a Delaware limited liability company ("F-3").

RECITALS

The following recitals of fact are a material part of this Agreement:

A. F-1 is the holder of legal title to a certain parcel of land in the City of Chicago (the "City"), County of Cook and State of Illinois which is legally described on Exhibit A attached hereto and made a part hereof ("Parcel F-1");

B. F-3 is the holder of legal title to a certain parcel of land in the City of Chicago, County of Cook and State of Illinois which is legally described on Exhibit B attached hereto and made a part hereof ("Parcel F-3" and, along with Parcel F-1, individually as a "Parcel" and collectively as the "Parcels");

C. The Parcels are currently encumbered by an existing easement for vehicular and pedestrian ingress and egress pursuant to that certain Amended and Restated Grant and Reservation of Easements Pertaining to the Project Commonly Known as River City, 800 South Wells St., Chicago, Illinois dated as of the 14th day of March, 2001, and recorded March 28, 2001, as Document No. 0010245091, as amended by that certain Declaration of Relocation of Easement made by F-1 and F-3 dated as of May 1, 2019, and recorded May 21, 2019, and Document No. 1914141021 (collectively the "Existing Easement");

E. F-1 wishes to grant and F-3 wishes to receive an easement over, upon and across that part of Parcel F-1 encumbered by the Existing Easement, for the benefit of Parcel F-3, all as more fully set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

Box 400 (handwritten)

Vertical list of initials: S Y, P 9, S, M X, SC, E X, INT

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Section 1. *Ingress and Egress Easement over Parcel F-1.* F-1 hereby grants, gives and conveys to F-3 and its successors and assigns, as an easement appurtenant to Parcel F-3, a non-exclusive, irrevocable and perpetual easement (the "**Easement**") for ingress and egress over, upon and across that portion of Parcel F-1 encumbered by the Existing Easement, to provide ingress and egress for motor vehicles and pedestrians to and from Parcel F-3 from the public thoroughfare commonly known as Wells Street.

Section 2. *Separation of Parcel F-3.* If Parcel F-3 is hereinafter divided into two (2) or more parcels by separation of ownership, each party owning a part thereof shall enjoy the benefit of the Easement granted to F-3 herein.

Section 3. *Covenants Running with the Land.* All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

Section 4. *Transfer of Ownership.* Whenever a transfer of ownership of either Parcel occurs, any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land to the owner of the Parcel or portion thereof being transferred.

Section 5. *Interpretation.* The rule of strict construction does not apply to the grants herein. The grants herein shall be given a reasonable construction to carry out the intention of the parties hereto to confer a commercially usable right of access to Parcel F-3.

Section 6. *Termination.* F-3 may terminate the Easement granted hereunder by recording a release thereof with the Office of Recorder of Deeds of Cook County, Illinois with directions for delivery of the same to F-1 at its address given pursuant hereto, whereupon all rights, duties and liabilities hereby created shall terminate as to such Easement except for liabilities incurred hereunder prior to such termination. For convenience, such instrument may run to "the owner or owners and parties interested in" Parcel F-1.

Section 7. *Indemnity and Insurance.*

(a) F-3 shall indemnify and hold harmless F-1, its employees and agents, from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property (damage arising out of or resulting from F-3's negligent use of the Easement, except for any such liability, loss, damage, costs and expenses arising in whole or in part from the acts of F-1 or its employees or agents or the acts of other parties who utilize the Easement hereby established upon, over and across Parcel F-1.

(b) F-3 shall carry at all times, with respect to Parcel F-3, commercial general public liability insurance, including contractual liability, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence or such higher limit as F-1 may reasonably request and procure for its own policy. Such insurance shall name F-1 as an additional insured.

(c) F-3 shall, from time to time upon the request of F-1, furnish to F-1 policies or certificates evidencing such coverage.

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Section 8. *Notices.* All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or two (2) days after deposit in the U.S. mail if sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

If to F-1: Riverline F-1, LLC
225 W. Ohio St., 6th Floor
Chicago, IL 60654
Attn: Colin M. Kihnke

If to F-3: Riverline F-3, LLC
225 W. Ohio St., 6th Floor
Chicago, IL 60654
Attn: Colin M. Kihnke

Either party may change the name of the person or address to which notices and other communications are to be given by so notifying the other party.

Section 9. *Governing Law.* This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Illinois.

Section 10. *Entire Agreement.* This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, or otherwise, between the parties not embodied herein shall be of any force or effect.

Section 11. *No Waiver.* The failure of any party hereto to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies that such party may have under this Agreement at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

Section 12. *Non-Merger/Dedication.* This Agreement shall not be subject to the doctrine of merger. Nothing contained in this Agreement shall be deemed to constitute a gift, grant or dedication of any property to the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement be strictly limited to the parties and their respective Authorized Users and is not intended to cause any third person to be a third party beneficiary hereunder or give such third party any rights hereunder.

Section 13. *Headings.* The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

Section 14. *Severability.* If any provision of Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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Section 15. *Amendment, Modification and Termination.* This Agreement may be amended, modified, or terminated at any time by a written agreement, executed and acknowledged by the parties and, recorded against each of Parcel F-1 and Parcel F-3. This Agreement shall not be otherwise amended, modified or terminated.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RIVERLINE F-1 a Delaware limited liability company

By: **Riverline Corporation**, a Delaware corporation, Manager

By: _____
Name: **Colin M. Kihnke**
Title: President

RIVERLINE F-3 a Delaware limited liability company

By: **Riverline Corporation**, a Delaware corporation, Manager

By: _____
Name: **Colin M. Kihnke**
Title: President

Property of Cook County Clerk's Office

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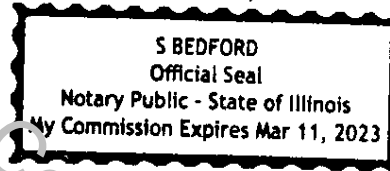
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Sarah Bedford, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Colin M. Kihnke**, as President of **Riverline Corporation**, a Delaware corporation, Manager of **RIVERLINE F-1**, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing **Access Easement Agreement**, 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 said Company, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 11 day of November, 2019.

S Bedford

Notary Public



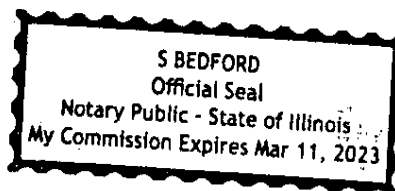
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Sarah Bedford, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Colin M. Kihnke**, as President of **Riverline Corporation**, a Delaware corporation, Manager of **RIVERLINE F-3**, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing **Access Easement Agreement**, 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 said Company, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 11 day of November, 2019.

S Bedford

Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF PARCEL F-1

THAT PART OF BLOCKS 85 AND 86 IN THE SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF THE FILLED OLD CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER. ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF BLOCK 86 AFORESAID WITH THE SOUTH LINE OF WEST POLK STREET; THENCE NORTH 89 DEGREES 53 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF WEST POLK STREET, 10.00 FEET TO A POINT ON THE WEST LINE OF SOUTH WELLS STREET (SAID WEST LINE BEING DRAWN 10.00 FEET WEST OF AND PARALLEL WITH THE AFOREMENTIONED EAST LINE OF BLOCK 86); THENCE SOUTH 0 DEGREES 03 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SOUTH WELLS STREET AFORESAID, 388.20 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES 56 MINUTES 23 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 199.75 FEET TO A POINT ON A LINE DRAWN 1.51 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE EASTERLY LINE OF A 20 FOOT PERMANENT ACCESS EASEMENT PER CIRCUIT COURT OF COOK COUNTY CASE NO. 76L 11684 ENTERED JULY 1, 1977; THENCE SOUTH 5 DEGREES 26 MINUTES 15 SECONDS EAST, ALONG SAID PARALLEL LINE, 108.05 FEET; THENCE SOUTH 84 DEGREES 33 MINUTES 45 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.69 FEET TO A POINT ON A LINE 210.29 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH WELLS STREET; THENCE SOUTH 0 DEGREES 03 MINUTES 37 SECONDS EAST ALONG SAID PARALLEL LINE, 55.44 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 23 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 60.29 FEET TO A POINT ON A LINE 150.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH WELLS STREET; THENCE SOUTH 0 DEGREES 03 MINUTES 37 SECONDS EAST ALONG SAID PARALLEL LINE, 38.42 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 23 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 60.29 FEET TO A POINT ON A LINE 210.29 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH WELLS STREET; THENCE SOUTH 5 DEGREES 26 MINUTES 15 SECONDS EAST, ALONG SAID PARALLEL LINE, 81.85 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 45 SECONDS EAST, 210.29 FEET TO A POINT ON THE WEST LINE OF SOUTH WELLS STREET AFORESAID; THENCE NORTH 0 DEGREES 03 MINUTES 37 SECONDS WEST, ALONG THE WEST LINE OF SOUTH WELLS STREET AFORESAID, 285.80 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: (PART OF) 17-16-401-014-0000

PROPERTY ADDRESS: 880 S. WELLS STREET, CHICAGO, ILLINOIS 60607

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EXHIBIT B

LEGAL DESCRIPTION OF PARCEL F-3

THAT PART OF BLOCKS 85 AND 86 IN THE SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH; RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF THE FILLED OLD CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF BLOCK 86 AFORESAID WITH THE SOUTH LINE OF WEST POLK STREET; THENCE NORTH 89 DEGREES 53 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF WEST POLK STREET, 10.00 FEET TO A POINT ON THE WEST LINE OF SOUTH WELLS STREET (SAID WEST LINE BEING DRAWN 10.00 FEET WEST OF AND PARALLEL WITH THE AFOREMENTIONED EAST LINE OF BLOCK 86); THENCE SOUTH 0 DEGREES 03 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SOUTH WELLS STREET AFORESAID, 388.20 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 23 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 199.78 FEET TO A POINT ON A LINE DRAWN 1.51 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE EASTERLY LINE OF A 20 FOOT PERMANENT ACCESS EASEMENT PER CIRCUIT COURT OF COOK COUNTY CASE NO. 76L 11684 ENTERED JULY 1, 1977; THENCE SOUTH 5 DEGREES 26 MINUTES 15 SECONDS EAST, ALONG SAID PARALLEL LINE, 108.05 FEET; THENCE SOUTH 84 DEGREES 33 MINUTES 45 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.68 FEET TO A POINT ON A LINE 210.29 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH WELLS STREET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE CONTINUING SOUTH 84 DEGREES 33 MINUTES 45 SECONDS WEST, ALONG SAID PERPENDICULAR LINE, 120.81 FEET TO A POINT ON THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED BY ORDINANCE PASSED JULY 8, 1926; THENCE SOUTH 5 DEGREES 26 MINUTES 15 SECONDS EAST, ALONG SAID EAST LINE, 164.974 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 45 SECONDS EAST, 104.79 FEET TO A POINT ON A LINE 210.29 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH WELLS STREET; THENCE NORTH 5 DEGREES 26 MINUTES 15 SECONDS WEST, ALONG SAID PARALLEL LINE, 81.85 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 23 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 60.29 FEET TO A POINT ON A LINE 150.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH WELLS STREET; THENCE NORTH 0 DEGREES 03 MINUTES 37 SECONDS WEST, ALONG SAID PARALLEL LINE, 38.42 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 23 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 60.29 FEET TO A POINT ON A LINE 210.29 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH WELLS STREET; THENCE NORTH 0 DEGREES 03 MINUTES 37 SECONDS WEST, ALONG SAID PARALLEL LINE, 55.54 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: (PART OF) 17-16-401-014-0000

PROPERTY ADDRESS: 880 S. WELLS STREET, CHICAGO, ILLINOIS 60607