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Doc# 2104222016 Fee \$101.00

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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/11/2021 10:45 AM PG: 1 OF 9

**THIS DOCUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:**

Stephanie D. Uhler
Simon, Lapidus & Uhler, LLC
4709 W. Golf Road, Suite 475
Skokie, Illinois 60076

Parcel Identification Numbers:
16-01-208-006-0000 and
16-01-208-037-0000

FOR RECORDERS USE ONLY

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (this "**Declaration**") is dated effective as of February 8th, 2021, by 1437 North California LLC, an Illinois limited liability company ("**Declarant**").

WITNESSETH

WHEREAS, Declarant is the owner of the real estate located at 1437 N. California, Chicago, Illinois and 1357 N. Fairfield, Chicago, Illinois and legally described on **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Real Estate will be improved with 6 separate buildings that will each become a residential condominium property pursuant to the Illinois Condominium Act. Certain of the condominium buildings will need an easement for ingress/egress to/from their respective parking areas over the portion of the Real Estate legally described as Parcel 2 on **Exhibit B** attached hereto and made a part hereof (the "Easement Parcel");

WHEREAS, in this Declaration, the Declarant desires to declare and establish an easement on the Easement Parcel upon the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant, intending to be legally bound, hereby declares as follows:

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DATE 2-11-2021 COPIES 42
BY K. Bc

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ARTICLE 1 DECLARATION; GRANT OF EASEMENT

1.1 **Submission to Declaration.** The Declarant hereby submits the Real Estate (including all buildings and improvements now existing or hereafter constructed thereon) to the provisions of this Declaration, and any supplements or amendments to this Declaration.

1.2 **Ingress/Egress Easement.** The Declarant hereby grants, creates, declares, and establishes to and for the benefit of the Real Estate, the present and future owner(s) thereof (each, an "**Owner**"), and as the context may require, the condominium association, its officers, directors, managers, members, agents, employees, contractors, tenants, guests, invitees, and licensees of each Owner, a perpetual non-exclusive easement to use the Easement Parcel for pedestrian, vehicular and light truck ingress and egress.

1.3 **Barriers.** The Owner of the Easement Parcel shall not prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic to and from the Real Estate over the Easement Parcel except that such flow may be disrupted for limited periods of time for repair, restoration, reconstruction, or to prevent a public taking through condemnation or other means of public acquisition.

ARTICLE 2 MAINTENANCE; COMPLIANCE WITH LAWS

2.1 **Maintenance.** The Owner of the Easement Parcel shall be responsible solely for installing, maintaining, repairing and making replacements in and to the Easement Parcel.

ARTICLE 3 INDEMNIFICATION AND INSURANCE

3.1 **Indemnification.** Each Owner shall indemnify, defend (at the other Owner's option) and hold the Owner of the Easement Parcel (and their respective officers, directors, employees, customers, invitees, guests, and agents) harmless (except for loss or damage resulting from the negligent or willful acts or omissions of such other Owner or their agents, contractors, subcontractors, employees, or licensees) from and against any and all damages, losses, costs, liabilities, actions, liens, claims, and expenses (including attorneys' fees in a reasonable amount) in connection with the loss of life, personal injury and/or damage to property arising from such Owner's use of the Easement Parcel. No Owner shall cause or allow a lien or lien claim of any type, whether for work performed, materials provided or otherwise, to be filed or recorded against the Easement Parcel as a result of any work performed or action undertaken on behalf of the former. Any Owner causing or allowing a lien or lien claim to be filed or recorded against the Easement Parcel shall indemnify, defend (at the other Owner's election) and hold harmless such other Owner from any liability, cost and expense (including reasonable attorney's fees and court costs) incurred by such other Owner as a result of such lien or lien claim, and shall further cause such lien or lien claim to be released and waived of record or insured over by a title company acceptable to the affected Owner within thirty (30) days following the affected Owner's written request therefor.

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3.2 **Insurance.**

(a) **Liability Insurance.** Each Owner, at its own cost, shall at all times maintain and cause all contractors and subcontractors to maintain in effect comprehensive liability insurance for any accident resulting in bodily injury or death, and for property damage, in commercially reasonable amounts as would be carried by a owner or operator in the vicinity for the use of the Easement Parcel, and shall provide evidence of the existence thereof to the other Owner and promptly upon request. The liability policy or policies of each Owner shall name the Owner of the Easement Parcel.

(b) **Waiver of Subrogation.** Notwithstanding anything to the contrary contained in this Declaration, the Owners waive any rights each may have against the other with respect to any loss or damage on the Easement Parcel, to the extent the loss or damage is covered or is required to be covered by insurance, regardless of the cause of the damage or destruction. Each Owner shall request such waiver of subrogation be added to their insurance policy required by the terms hereof.

ARTICLE 4 MISCELLANEOUS

4.1 **Covenants Running with Land.** All easements and rights described herein are easements and rights running with the land, perpetually in full force and effect and at all times shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns and any Owner, purchaser, mortgagee and the sub-tenants, licensees, concessionaires, condominium association, mortgages in possession, customers and business invitees of such parties or any other person having interest an interest in the Real Estate.

4.2 **Mortgage Subordination.** Any mortgage or deed of trust affecting any portion of the Real Estate shall at all times be subject and subordinate to the terms of this Declaration (including, without limitation, the terms that give rise to the creation of lien rights), except to the extent expressly otherwise provided in herein, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Declaration.

4.3 **Severability.** If any provision of this Declaration, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Declaration; and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

4.4 **Governing Law.** This Declaration shall be construed in accordance with the laws of the State of Illinois, and venue for any proceeding had under this Declaration shall lie within Cook County, Illinois or in the federal district court of the Northern District of Illinois.

4.5 **Headings.** The Article headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof. Any reference to an

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Exhibit in this Declaration shall be deemed to incorporate by reference that Exhibit into this Declaration such that it is an integral part of this Declaration.

4.6 **Amendment/Enforcement**: This Declaration may not be modified, altered, amended, or changed except by an instrument that is signed and acknowledged by all of the Owners of the Real Estate

4.7

4.8 [SIGNATURE PAGE FOLLOWS]

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RECORDER OF DEEDS

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IN WITNESS WHEREOF, the parties have executed this Declaration on the date first written above.

1437 NORTH CALIFORNIA LLC,
an Illinois limited liability company

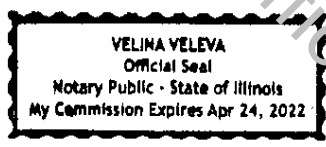
By: ALEX TROYANOVSKY *[Signature]*
Its: MANAGER

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 8th day of February, 2021, before me, the undersigned, a Notary Public in and for the State of Illinois, duly commissioned and sworn, personally appeared Alex Troyanovsky, to me known as, or providing satisfactory evidence that he/she is the Manager of 1437 North California, LLC, an Illinois limited liability company, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned and on oath stated that he/she is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
NOTARY PUBLIC in and for the 8th of
Feb 2021 residing at NORTH BRAD
My commission expires APR 24, 2022
Print Name: VELINA VELEVA

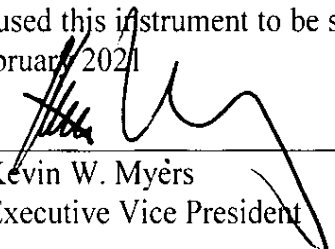


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CONSENT OF MORTGAGEE

Crystal Lake Bank and Trust Co, N.A. (the "**Lender**"), as mortgagee under a certain mortgage and related financing statements (collectively, the "**Mortgage**"), encumbering all or part of the Real Estate, as legally described herein, does hereby consent to the execution, delivery and recording of the Declaration and subjects and subordinates the lien of the Mortgage to the Declaration.


IN WITNESS WHEREOF, the Lender has caused this instrument to be signed by its duly authorized officers on its behalf on this 5th day of February, 2021

By: 
Name: Kevin W. Myers
Title: Executive Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF MCHENRY)

On this 5th day of February 2021, before me, the undersigned, a Notary Public in and for the State of Illinois duly commissioned and sworn, personally appeared Kevin W. Myers, to me known as, or providing satisfactory evidence that he/she is the Executive Vice President of Crystal Lake Bank and Trust Co., a National Association, the National Association that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned and on oath stated that he/she is authorized to execute said instrument.

In witness whereof, I hereunto set my hand and official seal.


Notary Public



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EXHIBIT A LEGAL DESCRIPTION OF THE REAL ESTATE

LOT 9 AND LOT 10 (EXCEPT THE SOUTH 16 FEET THEREOF) TOGETHER WITH THAT PART OF THE NORTH-SOUTH 16 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 9 AND 10, LYING SOUTH OF THE NORTH LINE OF LOT 9 EXTENDED WEST AND LYING NORTH OF THE SOUTH LINE OF THE NORTH 9 FEET OF LOT 10 EXTENDED WEST, ALL IN BLOCK 5 H.M. THOMPSON'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 39 IN BLOCK 5 IN H.M. THOMPSON'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 40 IN BLOCK 5 IN H.M. THOMPSON'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 41 IN BLOCK 5 IN H.M. THOMPSON'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 42 IN BLOCK 5 IN H.M. THOMPSON'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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**EXHIBIT B
LEGAL DESCRIPTION OF THE EASEMENT PARCEL**

See attached

**COOK COUNTY
RECORDER OF DEEDS**

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EXHIBIT

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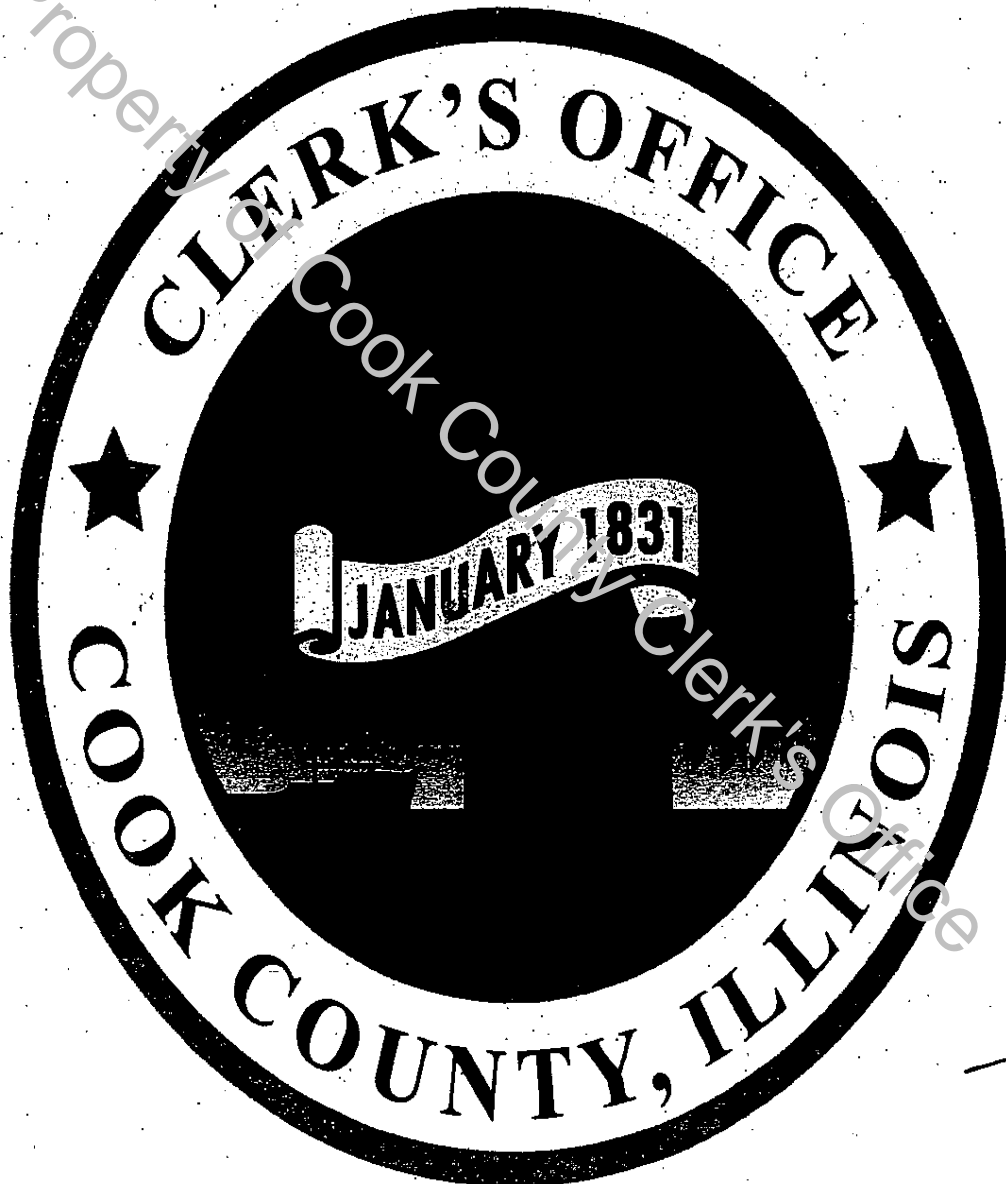
RHSP FEE: \$9.00 RPRF FEE: \$1.00

MAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/11/2021 10:17 AM PG: 1 OF 10

ATTACHED TO DOCUMENT



Sy
 1 exhibit
 101.00

IMAGES STORED IN PLAT INDEX DATABASE