



2116219018

Doc# 2116219018 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/11/2021 01:22 PM PG: 1 OF 12

This instrument prepared by and after recording return to:

Schain, Banks, Kenny & Schwartz, Ltd.
70 W. Madison St., Ste. 5300
Chicago, Illinois 60602
Attn: Tyler Manic

This space reserved for Recorder's use only.

RESTRICTIVE COVENANT AND PERPETUAL NON-EXCLUSIVE EASEMENT

THIS RESTRICTIVE COVENANT AND PERPETUAL NON-EXCLUSIVE EASEMENT (hereinafter referred to as the "Agreement") is made this 19 day of October, 2017, at Chicago, Illinois, by **HASTINGS PROPERTIES, LLC, SERIES I**, an Illinois limited liability company (hereinafter referred to as "Hastings"), and **P. KEVIN FLYNN and LORRAINE E. FLYNN**, ("Flynn") (Hastings together with Flynn are referred to as "Owners");

RECITALS:

WHEREAS, Hastings is the owner of land legally described on the attached Exhibit A, which is made a part hereof, and commonly known as 1810 N. Hudson (hereinafter referred to as "Parcel A"); and,

WHEREAS, Hastings is the owner of land legally described on the attached Exhibit B, which is made a part hereof, and commonly known as 1804 N. Hudson (hereinafter referred to as "Parcel B"); and,

WHEREAS, Flynn is the owner of land legally described on the attached Exhibit C, which is made a part hereof, and commonly known as 1802 N. Hudson (hereinafter referred to as "Parcel C") (Parcel A, Parcel B, and Parcel C are referred to as the "Parcels"); and,

WHEREAS, Hastings has applied to the Zoning Board of Appeals for variations on Parcel A to (i) reduce the front setback from 12.29' to 9.0', (ii) to reduce the rear setback from 34.44' to 22.0', (iii) to reduce the north side setback from 2.0' to .67' (the south side setback to be 1.33') for a total side yard setback combination from 4.6' to 2.0' in order to allow the construction of a 3-story single family residence with a basement and rooftop enclosure; a rear garage with a roof deck and an open stairway providing access to the garage roof deck will be provided (the "Parcel A Variations"); and

WHEREAS, Hastings has applied to the Zoning Board of Appeals for variations on Parcel B to (i) reduce the rear setback from 34.44' to 22.0', (ii) reduce the north side setback

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from 2.0' to 0.33' (the south side setback to be at 1.67') for a total side yard setback combination from 4.6' to 2.0' in order to allow the construction of a 3 story single family residence with basement and rooftop enclosure, a rear garage with roof deck, and an open stairway providing access to the garage roof deck (the "Parcel B Variations");

WHEREAS, a site plan depicting the Parcel A Variations and Parcel B Variations is more particularly described in Exhibit D;

WHEREAS, Hastings, as consideration for inducing Flynn to execute this agreement covenants, agrees that the principal residential building on Parcel A shall be set back at least 38 feet from the rear lot line and that the easternmost point of the garage structure shall not be more than 22 feet from the rear lot line;

WHEREAS, Hastings, as consideration for inducing Flynn to execute this agreement covenants, agrees that the principal residential building on Parcel B shall be set back at least 38 feet 11 inches from the rear lot line and that the easternmost point of the garage structure shall not be more than 22 feet from the rear lot line;

WHEREAS, Hastings covenants and agrees that the reductions in the rear setback from 34.44' to 22.0' on Parcel A and Parcel B are solely limited to allowing for an open staircase to service the first floor of such principal residential building, the rear yard, and the garage roof and not for adding floor area to the any building;

WHEREAS, the Owners and their successors in interest to the Parcels wish to have mutual, non-exclusive easements over the Side Setback as that term is defined by City of Chicago Zoning Ordinance Sec. 17-17-02157 between each of the Parcels B and C (the "Side Setback Easement Area") for the temporary maintenance of their Parcels as more fully set forth below (the "Easement");

WHEREAS, Flynn agrees not to object to the Parcel A Variations or Parcel B Variations in consideration of this Agreement;

NOW, THEREFORE, for good and valuable consideration having been paid and acknowledged by the Owners, for themselves, their beneficiaries, their heirs, legal representatives, successors and assigns, hereby make the following grants to each other, their successors and assigns and to any future owners of Parcels:

1) **Incorporation of Recitals.** The Recitals set forth above are specifically incorporated into and made a part of this Agreement as though the same were fully set forth in this paragraph 1.

2) **Grant of Non-Exclusive Easement.** Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, convey, covenant and agree that each of the Owners have a perpetual, non-exclusive easement over the Side Setbacks for reasonable access for the purposes of maintaining or making repairs or

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replacements to their principal residential building, so long as such use does not unreasonably interfere with any Owners' use and enjoyment of their parcel.

3) Commitments by Hastings and Flynn.

- a) Hastings, as consideration for inducing Flynn to execute this agreement covenants, agrees that the principal residential building on Parcel A shall be set back at least 38 feet from the rear lot line and that the easternmost point of the garage structure shall not be more than 22 feet from the rear lot line.
- b) Hastings, as consideration for inducing Flynn to execute this agreement covenants, agrees that the principal residential building on Parcel B shall be set back at least 38 feet 11 inches from the rear lot line and that the easternmost point of the garage structure shall not be more than 22 feet from the rear lot line.
- c) Hastings covenants and agrees that the reductions in the rear setback from 34.44' to 22.0' on Parcel A and Parcel B are solely limited to allowing for an open staircase to service the first floor of such principal residential building, the rear yard, and the garage roof and not for adding floor area to the any building.
- d) Flynn agrees not to object to the Parcel A Variations or Parcel B Variations in consideration of this Agreement.

4) Use of Easement. Any use of another Owner's burden portion of the Side Setback Easement Area under this Agreement shall be made during normal business days at reasonable hours. The parties agree to use good faith efforts to perform any maintenance or repair allowed under this Agreement at such times and in such a manner so as to minimize interference with the other Owners use and enjoyment of their land. Unless otherwise agreed to in writing, the benefited party utilizing the Side Setback Easement Area shall cause all materials and equipment to be removed from the Side Setback Easement Area at the end of each work day and shall leave the Side Setback Easement Area clean and free of debris.

5) Gate Access. Each party agrees to provide the other party the key or access code, if any, to any gate preventing access to the Side Set Back Easement Area.

6) Additional Insured. Hastings agrees to make Flynn an additional insured during its construction of the residence on Parcel B

7) Emergency. In the event of a bona fide emergency, the parties agree that the party having the emergency is allowed immediate access to use the Easement to remedy the emergency.

8) Notice. An Owner of a benefitted parcel wishing to use the area on a burdened parcel subject to this Agreement shall notify the current Owner of that burdened parcel in writing 5 or more business days in advance, except in the case of a bona fide emergency in which case use of the Side Setback Easement Area will be permitted immediately.

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9) **Indemnification.** Each of the Owners shall indemnify and hold the other Owners harmless from and against all claims, liability and expenses (including reasonable attorneys' fees) relating to accidents, injuries, losses, or damages of or to any person or property while in the Side Setback Easement Area arising out of each Owner's negligent, intentional, or willful acts or omissions of the Owners, their respective contractors, employees, agents, invitees, guests or others acting on behalf of said Owner. This indemnity expressly includes any damage to landscaping or structures on any burdened parcel.

10) **Future Development.** This Agreement shall not be construed in a manner to prevent Parcel C from being redeveloped in the future. It is expressly agreed that the owner of Parcel C is free to demolish the existing structure and build a new structure that may be within the Side Setback Easement Area provided that such new structure complies with the City of Chicago Building and Zoning Codes then in effect along with any variations that have been granted to the Owner of Parcel C. In the event that a new structure is built on Parcel C within the Side Setback Easement Area, then the Side Setback Easement Area shall be modified and reduced to a dimension equal to the distance between the outermost points of the then existing structures on Parcel A or Parcel B and the outermost point of the newly constructed structure on Parcel C. The Owner of Parcel A or Parcel B agrees not to object to any request for a variation by the Owner of Parcel C for a variation of the rear and side setback to Parcel C that is equal to or lesser than the current side setback on Parcel C.

11) **Covenant Runs with the Land.** This Agreement and all covenants and easements granted hereunder shall constitute agreements, covenants and easements that run with title to the land, both as to benefit and burden, and shall be binding upon the Owners of their respective Parcels, their successors, personal representatives, heirs and assigns.

12) **Modification.** Any amendment, modification or termination of this Agreement must be in writing and signed by all Owners and shall only be effective upon the recording with the Cook County Recorder of Deeds.

13) **Effective Date.** This Agreement is effective upon execution and the exchange of the executed Agreement.

14) **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Illinois.

15) **Unenforceability.** If any covenant or provision contained herein is held for any reason to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

16) **Counterparts.** This Agreement may be signed in counterpart copies, and any one or more of these copies which individually or collectively contain the signatures of all the parties hereto shall be deemed a complete original.

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17) **No Dedication.** Nothing herein contained shall be deemed to be a dedication of any part of the Parcels to the general public, or for any public purpose whatsoever, it being the intention of the parties that this Agreement be strictly limited to and for the purposes herein expressed.

18) **Headings.** The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may not be considered in interpreting the provisions of this Agreement.

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COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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

HASTINGS PROPERTIES, LLC,
SERIES 1

By: [Signature]
Name: TIMOTHY KERIAS
Title: PRESIDENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, MICHAEL J HAGERTY, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that TIMOTHY KERIAS, personally known to me to be PRESIDENT of HASTINGS PROPERTIES, LLC, SERIES 1 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 19 day of October, 2017.



[Signature]
Notary Public

My Commission Expires: 12/28/2019

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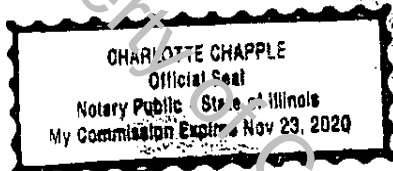
P. KEVIN FLYNN

P. Kevin Flynn

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, *Charlotte Chapple*, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that KEVIN P. FLYNN, an individual, 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 *29th* day of September, 2017.



Charlotte Chapple
Notary Public

My Commission Expires: *11/23/2020*

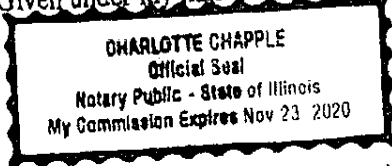
LORRAINE E. FLYNN

Lorraine E. Flynn

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, *Charlotte Chapple*, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that LORRAINE E. FLYNN, an individual, 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 *29th* day of September, 2017.



Charlotte Chapple
Notary Public

My Commission Expires: *11/23/2020*

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EXHIBIT "A"

PARCEL A LEGAL DESCRIPTION

LOT 71 IN HAMBLETON'S SUBDIVISION OF BLOCK 43 IN CANAL TRUSTEES SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-33-310-045-0000
ADDRESS OF PROPERTY: 1810 N. HUDSON AVE., CHICAGO, IL 60614

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COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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EXHIBIT "B"

PARCEL B LEGAL DESCRIPTION

LOT 73 IN HAMBLETON'S SUBDIVISION OF BLOCK 43 IN CANAL TRUSTEES SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-33-310-047-0000
ADDRESS OF PROPERTY: 1804 N. HUDSON AVE., CHICAGO, IL 60614

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EXHIBIT C PARCEL C LEGAL DESCRIPTION

LOT 74 IN HAMBLETON'S SUBDIVISION OF BLOCK 43 IN CANAL TRUSTEES SUBDIVISION
IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-33-310-048-0000
ADDRESS OF PROPERTY: 1802 N. HUDSON AVE., CHICAGO, IL 60614

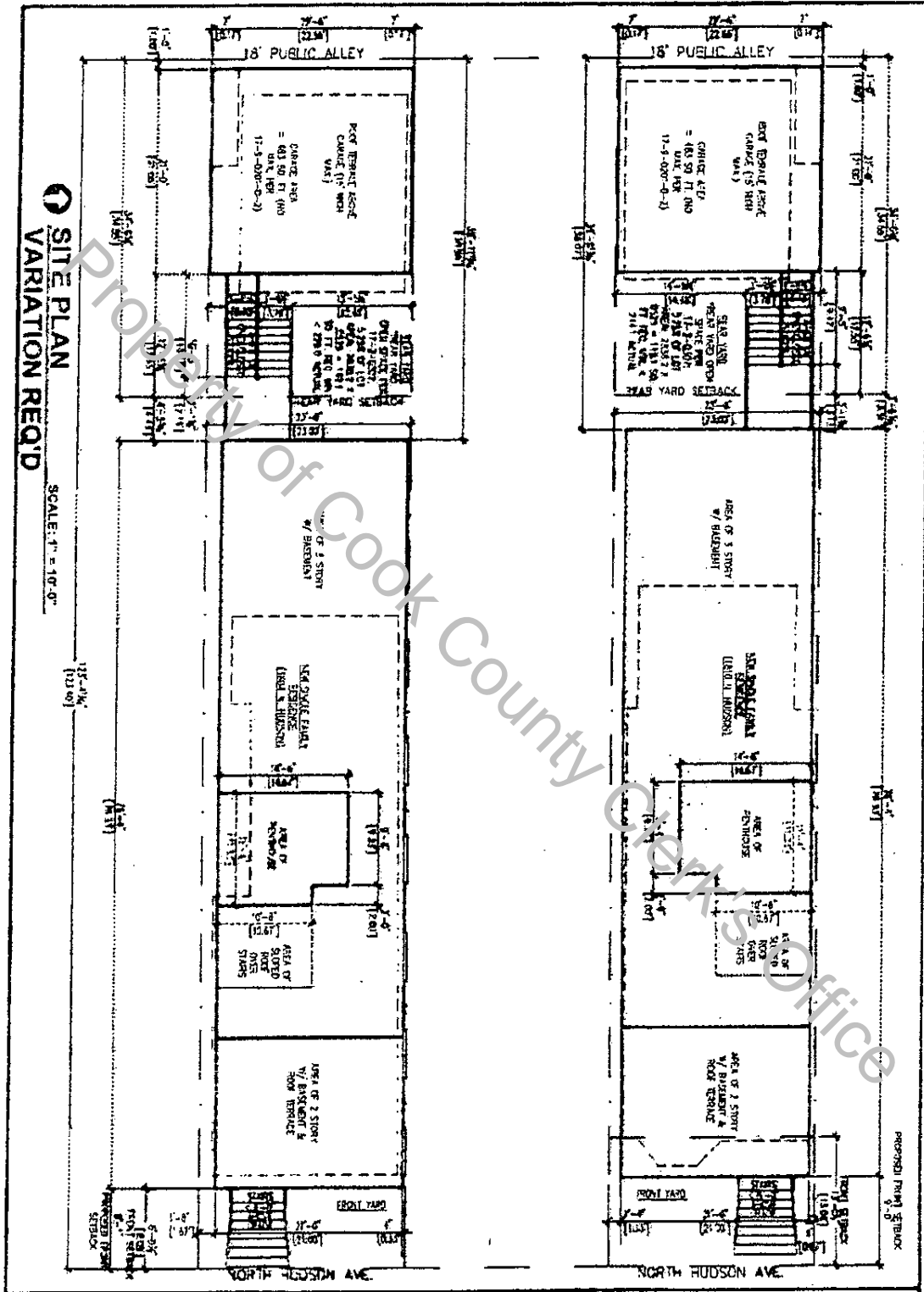
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CHICAGO, IL 60602-1387

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EXHIBIT "D"

SITE PLAN



**SITE PLAN
VARIATION RECD**

SCALE: 1" = 10'-0"

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EXHIBIT "E"

LEGAL DESCRIPTION OF EASEMENT AREAS

PARCEL B SIDE SETBACK EASEMENT AREA LEGAL DESCRIPTION: The SOUTH 0.67 FEET OF LOT 73 IN HAMBLETON'S SUBDIVISION OF BLOCK 43 IN CANAL TRUSTEES SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C SIDE SETBACK EASEMENT AREA LEGAL DESCRIPTION: The NORTH 3.85 FEET OF LOT 74 IN HAMBLETON'S SUBDIVISION OF BLOCK 43 IN CANAL TRUSTEES SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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**COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387**