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Karen A. Yarbrough
Cook County Clerk
Date: 08/19/2021 11:58 AM Pg: 1 of 12

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THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Scott A. Weisenberg
The Selig Law Firm, P.C.
150 N. Riverside Plaza
Suite 1810
Chicago, Illinois 60606

PERMANENT TAX INDEX NUMBERS:

14-18-223-037-1002
14-18-223-037-1003

PROPERTY ADDRESSES:

Unit A and Unit B, 1626 W. Montrose
Ave., Chicago, IL 60613

This space reserved for Recorder's use only.

VESTIBULE EASEMENT AND COST SHARING AGREEMENT

THIS VESTIBULE EASEMENT AND COST SHARING AGREEMENT (this "Agreement") is made as of the 15th day of August, 2021 ("Effective Date") by and between EVANSTON GATEWAY LLC, an Illinois limited liability company ("Unit A Owner"), and 1628 MONTROSE LLC, an Illinois limited liability company ("Unit B Owner"). Unit A Owner and Unit B Owner are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH

A. Unit A Owner is the owner of that certain property commonly known as Unit A, 1626 W. Montrose Ave., Chicago, IL 60613 and legally described on Exhibit A hereto ("Unit A" or a "Parcel").

B. Unit B Owner is the owner of that certain property commonly known as Unit B, 1626 W. Montrose Ave., Chicago, IL 60613 and legally described on Exhibit A hereto ("Unit B" or a "Parcel" and, together with Unit A, the "Parcels").

C. Pursuant to that certain Declaration of Condominium Ownership and of Easement, Restrictions, Covenants and By-Laws for 1616 West Montrose Commercial Condominium recorded February 28, 2002 as Document Number 0020238602 (the "Declaration") Unit A Owner and Unit B Owner are each an Owner (as defined in the Declaration).

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Board of Managers, is responsible for the direction and administration of the commercial properties located at 1624 - 1630 W. Montrose Avenue, Chicago, Illinois.

E. Unit A and Unit B share a common vestibule (the “**Vestibule**”) which Vestibule provides for ingress and egress: (1) to and from Montrose and Unit A, and (2) to and from Montrose Avenue and Unit B.

F. As used herein, the Vestibule shall be deemed to include all inner walls within the Vestibule and the entry/exit door to Montrose Avenue.

G. The Declaration does not address the use, maintenance, rules, nor cost-sharing as related to the Vestibule.

H. As the Vestibule provides a benefit only to Unit A and Unit B and not to any other Units (as defined in the Declaration), the Parties desire to provide for certain easements and covenants affecting Unit A and Unit B and the Association desires to acknowledge its consent to such easements and covenants, all as more particularly set forth in this Agreement.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. Easement Granted. Unit A Owner hereby grants to Unit B Owner for the benefit of Unit B, and Unit B Owner hereby grants to Unit A Owner for the benefit of Unit A, a perpetual, non-exclusive easement through the Vestibule for the purpose of pedestrian ingress and egress to and from Unit A and Unit B and Montrose Avenue.

2. Alterations. With the exception of providing for entry signage to its Parcel, neither of the Parties shall make any alterations to the Vestibule without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Parties agree to an alteration or alterations (each, an “**Alteration**”), Unit A Owner shall be responsible for the implementation of, and payment for, such Alteration. Upon the completion of an Alteration, Unit A Owner shall submit to Unit B Owner a statement, in reasonable detail, indicating all costs (the “**Alteration Costs**”) incurred for the construction and implementation of the Alteration, along with backup invoices supporting such statement (collectively, the “**Alteration Statement**”). Unit B Owner shall pay to Unit A Owner fifty percent (50%) of the Alteration Costs set forth in the Alteration Statement within ten (10) Business Days of Unit B Owner’s receipt of the Alteration Statement.

3. Maintenance of Vestibule. Unit A Owner shall be responsible for repairing, replacing, and maintaining all portions of the Vestibule (the foregoing, collectively, the “**Vestibule Maintenance**”). Within thirty (30) days after the end of each calendar year, Unit A Owner shall submit to Unit B Owner a statement, in reasonable detail, indicating all costs (the “**Maintenance Costs**”) incurred in the calendar year just ended that were related to the Vestibule Maintenance, along with backup invoices supporting such statement (collectively, the “**Annual Statement**”). Unit B Owner shall pay to Unit A Owner fifty percent (50%) of the Maintenance

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Costs set forth in the Annual Statement within ten (10) Business Days of Unit B Owner's receipt of the Annual Statement.

4. Reimbursement for Maintenance Costs and Alteration Costs. If Unit B Owner fails to reimburse Unit A Owner for any amounts payable under Section 2 or under Section 3, Unit A Owner shall have the right: (i) to impose a lien on Unit B for such amount until it is fully paid and pursue all other rights and remedies available in law and equity; and (ii) collect interest on such amount, at the rate of 10% per annum or the maximum rate allowed by law whichever is less, until such amount is fully paid. Any such lien shall be subject to and junior to and shall in no way impair or defeat the lien or charge of any mortgagee.

5. Vestibule Taxes. As of the date Effective Date, the Cook County Property Identification Numbers for Unit A and Unit B encompass the Vestibule and the Parties agree to timely pay all real estate taxes and assessments which may be levied, assessed, or charged by any public authority against its respective Parcel.

6. Insurance. Each Party shall, during the term of this Agreement, carry comprehensive general liability insurance for its respective Parcel and shall ensure that such insurance covers the Vestibule.

7. Covenants Run With the Land. All of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their successors and assigns. All of the provisions hereof shall be equitable servitudes and covenants running with the properties. It is expressly agreed that each covenant hereunder to do or refrain from doing some act on each Parcel (a) is for the benefit of each Parcel and is a burden upon each Parcel, (b) runs with each Parcel, and (c) shall benefit or be binding upon each successive owner during its ownership of each Parcel, or any portions thereof, and each party having any interest therein derived in any manner through any owner of any Parcel, or any portion thereof.

8. No Partnership or Joint Venture. None of the provisions hereof shall be deemed to have created a partnership or joint venture between the Parties.

9. Cancellation or Modification. This Agreement may be modified or cancelled in whole or in part only by a written instrument executed by all of the then record owners of the Parcels.

10. Severability. If any provision hereof is found to be invalid, the remaining provisions shall be construed in so far as possible to be valid.

11. Notices. Any notice to a Party hereunder shall be in writing and shall be given by delivering the same to such Party at the address provided below and to its mortgagee(s) of which the Party giving notice has actual knowledge by (i) hand delivery, (ii) certified mail return receipt requested or (iii) overnight courier service. Such notice shall be effective upon receipt if delivered by hand delivery or overnight courier service, and on the next business day after being deposited into the custody of the U.S. Postal Service.

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Unit A

Owner: EVANSTON GATEWAY LLC
4346 Honore, #500
Chicago, IL 60613

or if title to Unit A is no longer vested in EVANSTON GATEWAY LLC, then to the address to which property tax bills for Unit A are being sent.

Unit B

Owner: 1628 Montrose LLC
c/o Kiser Group
1628 W. Montrose
Chicago, IL 60613

or if title to Unit B is no longer vested in 1628 Montrose LLC, then to the address to which property tax bills for Unit B are being sent.

12. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels to the general public, for the general public or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that nothing contained herein shall confer upon any person, other than the Parties and their successors and assigns, any rights or remedies under or by reason of this Agreement.

13. Captions. The captions preceding the text of each section and subsection of this Agreement are included only for convenience or reference and shall be disregarded in the construction and interpretation of this Agreement.

14. Entire Agreement. This Agreement represents the entire agreement between the Parties.

15. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois.

16. Time of Essence. Time is of the essence of this Agreement and of each and every provision of this Agreement.

17. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

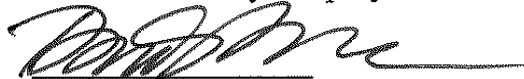
[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties have executed this Agreement effective on and as of the Effective Date.

UNIT A OWNER:

EVANSTON GATEWAY LLC
an Illinois limited liability company

By: 
Name: David R. Brown
Its: Manager

UNIT B OWNER:

1628 MONTROSE LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

ASSOCIATION:

**1616 WEST MONTROSE COMMERCIAL
CONDOMINIUM ASSOCIATION**
an Illinois not-for-profit corporation*

By: _____
Name: Lee Kiser
Its: One of Three Managers on the Board

By: _____
Name: _____
Its: One of Three Managers on the Board

By: _____
Name: _____
Its: One of Three Managers on the Board

*Signing to acknowledge its consent to the easements, covenants, and terms of this Vestibule Easement and Cost Sharing Agreement.

[Notarization Page Follows]

**[Signature Page of Vestibule Easement
and Cost Sharing Agreement]**

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IN WITNESS WHEREOF, the Parties have executed this Agreement effective on and as of the Effective Date.

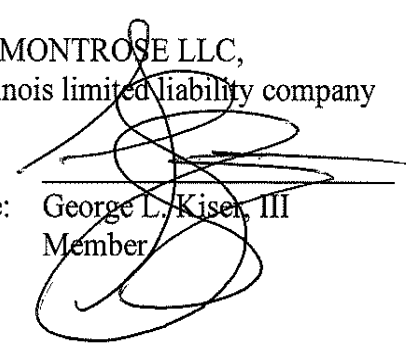
UNIT A OWNER:

EVANSTON GATEWAY LLC
an Illinois limited liability company

By: _____
Name: David R. Brown
Its: Manager

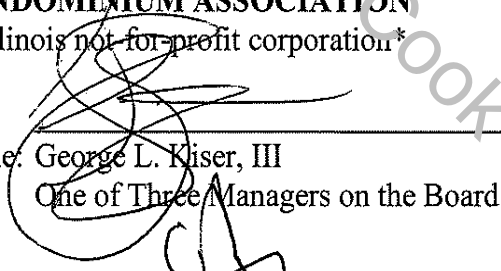
UNIT B OWNER:

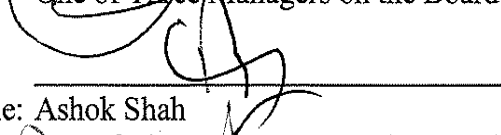
1628 MONTROSE LLC,
an Illinois limited liability company

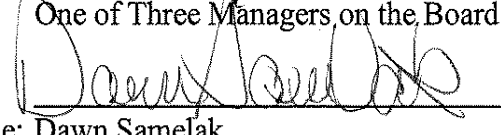
By: 
Name: George L. Kiser, III
Title: Member

ASSOCIATION:

**1616 WEST MONTROSE COMMERCIAL
CONDOMINIUM ASSOCIATION**
an Illinois not-for-profit corporation*

By: 
Name: George L. Kiser, III
Its: One of Three Managers on the Board

By: 
Name: Ashok Shah
Its: One of Three Managers on the Board

By: 
Name: Dawn Samelak
Its: One of Three Managers on the Board

*Signing to acknowledge its consent to the easements, covenants, and terms of this Vestibule Easement and Cost Sharing Agreement.

[Notarization Page Follows]

**[Signature Page of Vestibule Easement
and Cost Sharing Agreement]**

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this ____ day of _____, 2021 before me, the undersigned Notary Public, personally appeared David R. Brown, known to me to be the Manager of Evanston Gateway LLC, an Illinois limited liability company, who acknowledged that he did sign said instrument for and on behalf of Evanston Gateway LLC and that the same was his/her free act and deed and the free act and deed of Evanston Gateway LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above set forth.

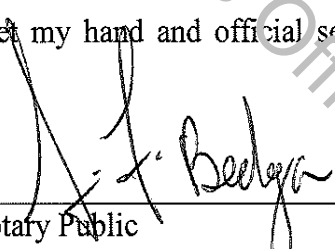
Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

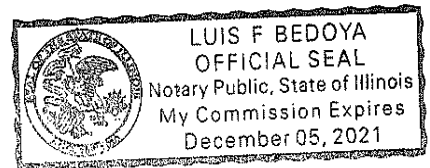
On this 29th day of July, 2021 before me, the undersigned Notary Public, personally appeared George L Kiser, III, known to me to be an authorized Member of 1628 Montrose LLC, who acknowledged that he did sign said instrument for and on behalf of 1628 Montrose LLC and that the same was his free act and deed and the free act and deed of 1628 Montrose LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above set forth.



Notary Public

My Commission Expires: 12/05/2021



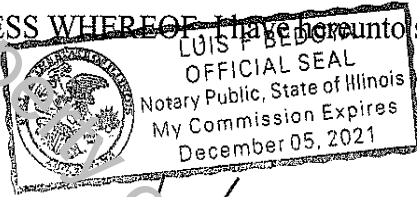
**[Notarization Page 1 of 3 of Vestibule Easement
and Cost Sharing Agreement]**

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 29th day of JULY, 2021 before me, the undersigned Notary Public, personally appeared George L. Kiser, III, known to me to be on the Board of Managers of the 1616 West Montrose Commercial Condominium Association an Illinois not-for-profit corporation, who acknowledged that s/he did sign said instrument for and on behalf of the 1616 West Montrose Commercial Condominium Association and that the same was his/her free act and deed of the 1616 West Montrose Commercial Condominium Association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above set forth.



Luis F. Bedoya
Notary Public

My Commission Expires: 12/05/2021

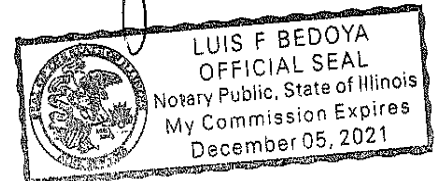
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 29 day of JULY, 2021 before me, the undersigned Notary Public, personally appeared Ashok Shah, known to me to be on the Board of Managers of the 1616 West Montrose Commercial Condominium Association an Illinois not-for-profit corporation, who acknowledged that s/he did sign said instrument for and on behalf of the 1616 West Montrose Commercial Condominium Association and that the same was his/her free act and deed of the 1616 West Montrose Commercial Condominium Association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above set forth.

Luis F. Bedoya
Notary Public

My Commission Expires: 12/05/2021



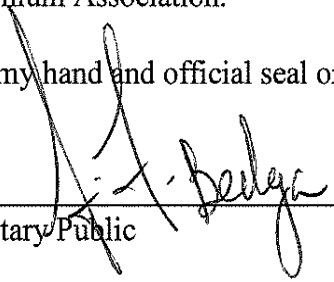
[Notarization Page 2 of 3 of Vestibule Easement and Cost Sharing Agreement]

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

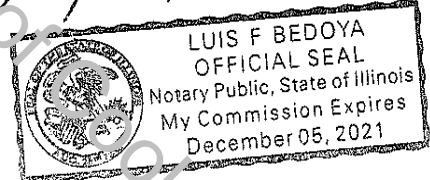
On this 29 day of July, 2021 before me, the undersigned Notary Public, personally appeared Dawn Samelak, known to me to be on the Board of Managers of the 1616 West Montrose Commercial Condominium Association an Illinois not-for-profit corporation, who acknowledged that s/he did sign said instrument for and on behalf of the 1616 West Montrose Commercial Condominium Association and that the same was his/her free act and deed of the 1616 West Montrose Commercial Condominium Association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above set forth.



Notary Public

My Commission Expires: 12/05/2021



Property of Cook County Clerk's Office

[Notarization Page 3 of 3 of Vestibule Easement and Cost Sharing Agreement]

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Exhibit A

Legal Description of Unit A

UNIT 1626A IN THE 1616 WEST MONTROSE COMMERCIAL CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARTS OF LOTS 2, 3, 4 AND 5 IN VAN HORN AND SINCLAIRS RESUBDIVISION OF LOTS 10, 11, 12, 13, 14 AND 15 IN BLOCK 21 IN RAVENSWOOD IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0020238602 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PIN: 14-18-223-037-1002

Property Addresses: Unit A, 1626 W. Montrose Ave., Chicago, IL 60613

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Exhibit B

Legal Description of Unit B

UNIT 1626B IN THE 1616 WEST MONTROSE COMMERCIAL CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARTS OF LOTS 2, 3, 4 AND 5 IN VAN HORN AND SINCLAIRS RESUBDIVISION OF LOTS 10, 11, 12, 13, 14 AND 15 IN BLOCK 21 IN RAVENSWOOD IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0020238602 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PIN: 14-18-223-037 1003

Property Addresses: Unit B, 1626 W Montrose Ave., Chicago, IL 60613