



\*2130817096\*

Prepared by:

Doc# 2130817096 Fee \$133.00

Joseph S. Kayne  
Hardt, Stern & Kayne, P.C.  
2610 Lake Cook Road-Suite 200  
Riverwoods, Illinois 60015

RHSP FEE:\$9.00 RPRF FEE: \$1.00  
KAREN A. YARBROUGH  
COOK COUNTY CLERK  
DATE: 11/04/2021 01:56 PM PG: 1 OF 0

(This space for Recorder's use only.)

DECLARATION OF ACCESS EASEMENT

This DECLARATION OF ACCESS EASEMENT is made this 25 day of October, 2021, by KMI LEE STREET, LLC, an Illinois limited liability company (the "Declarant").

WHEREAS, Declarant owns the land located in Des Plaines, Illinois as more particularly described in Exhibit A attached hereto and made a part hereof ("Gerber Property"); and

WHEREAS, Declarant also owns the land located in Des Plaines, Illinois as more particularly described in Exhibit B attached hereto and made a part hereof ("Declarant Property"); and

WHEREAS, Declarant intends to convey the Gerber Property and wishes to create an access easement over, upon and across a portion of the Gerber Property for the benefit of the Declarant Property;

NOW THEREFORE, in consideration of TEN DOLLARS and other good and valuable consideration, the receipt of which is acknowledged, the Declarant states as follows:

Article 1

ACCESS EASEMENT

The Declarant declares and grants to all present and future owners and permitted users of the Declarant Property (collectively, the "Declarant Grantees"), which includes tenants, employees, licensees, guests and invitees of the Declarant Grantees, their successors and assigns, a nonexclusive perpetual easement for vehicular and pedestrian ingress and egress at all times to and from Lee Street across, through and in the area (the "Declarant Access Area") described in Exhibit C attached hereto and made a part hereof, and depicted in the survey attached hereto as Exhibit D and made a part hereof.

RECORDING FEE \$ 133 -  
DATE 11/4/21 COPIES 6x  
OK BY RUSTO

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## Article 2

### ONGOING COVENANTS

A) The owner of the Gerber Property must: (1) maintain the Declarant Access Area in good condition and repair including compliance with applicable laws, statutes, rules and regulation; (2) must pay real estate taxes on the Declarant Access Area when same are due and payable; (3) maintain commercial liability insurance on the Declarant Access Area in amounts and coverages that are commercially reasonable; and (4) not erect any improvement that will obstruct the fee ingress and egress to and from Lee Street from the Declarant Property.

B) The owner of the Declarant Property must defend, protect, indemnify and hold harmless all present and future owners and permitted users of the Gerber Property (collectively, the "Gerber Parties"), which includes tenants, employees, licensees, guests and invitees of the Gerber Parties from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses, and liabilities of any kind relating thereto, including reasonable attorneys' fees and costs of suit asserted by or through the Declarant Grantees ("Declarant Claimant") for any loss or damage to the person or property of such Declarant Claimant related to the use of the Declarant Access Area by the Declarant Grantees, or the exercise by said party of any rights granted herein.

D) The owner of the Gerber Property must defend, protect, indemnify and hold harmless the owner of the Declarant Grantees and their respective agents or assigns from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses, and liabilities of any kind relating thereto, including reasonable attorneys' fees and costs of suit asserted by or through the Gerber Parties ("Gerber Claimant") for any loss or damage to the person or property of such Gerber Claimant related to the use of the Declarant Access Area by the Gerber Parties, or the exercise by said parties of any rights granted herein.

## Article 3

### DURATION, EXTINGUISHMENT, CONTINUATION, AND MODIFICATION

This agreement and each easement, covenant, restriction, and undertaking of this agreement will be perpetual and will continue in full force and effect thereafter unless the owner of the Gerber Property and the owner of the Declarant Property execute and record an instrument terminating or modifying this instrument. No termination, extension, modification, or amendment will be effective until a written instrument setting forth its terms has been executed, acknowledged, and recorded in the land records of the Cook County, Illinois.

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## Article 4

### NOT A PUBLIC DEDICATION

Nothing contained in this agreement will be deemed to be a gift or dedication of any portion of the Gerber Property or the Declarant Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this agreement will be strictly limited to and for the purposes expressed in it.

## Article 5

### NO JOINT VENTURE

No provision of this Agreement and no action taken pursuant hereto shall create any relationship between the owner of the Declarant Property and the owner of the Gerber Property other than as specifically set forth herein. Without limiting the generality of the foregoing, the owner of the Declarant Property and the owner of the Gerber Property are not partners of, or joint venturers with, or agents for, each other.

## Article 6

### SEVERABILITY

If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this agreement become illegal, null, or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect. If all or any part of the easement granted by one party becomes void for any reason, the easement granted by the other party shall become voidable to the same extent.

## Article 7

### EASEMENT RUNS WITH LAND

Each and all of the easements and rights granted or created here are appurtenances to the Gerber Property and the Declarant Property and none of the easements and rights may be transferred, assigned, or encumbered except as an appurtenance to such land.

Each and all of the covenants, restrictions, conditions, and provisions contained in this agreement are made for the direct benefit of the Declarant Property and will create an equitable servitude on the Gerber Property and will constitute covenants running with the land and will bind every person having any fee, leasehold, or other interest in any portion of the property at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, condition, or provision in question, and will inure to the benefit of the owners of the Declarant Property and their respective successors and assigns.



# UNOFFICIAL COPY

## EXHIBIT A

### PARCEL 1 - GERBER PROPERTY

#### **Legal Description:**

ALL OF LOTS 14 AND 15, AND THAT PART OF LOTS 16 AND 17 IN BLOCK 4 LYING NORTH OF THE FOLLOWING DESCRIBED LINES: COMMENCING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTH LINE OF A 16 FOOT WIDE EAST-WEST ALLEY IN SAID BLOCK 4 AND THE NORTHERLY EXTENSION OF THE WEST LINE OF A 16 FOOT WIDE NORTH-SOUTH ALLEY IN SAID BLOCK 4; THENCE SOUTH ALONG LAST SAID WEST LINE, SOUTH 3 DEGREES 20 MINUTES 58 SECONDS EAST, 6.88 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 24 MINUTES 46 SECONDS WEST, 47.47 FEET; THENCE NORTH 72 DEGREES 18 MINUTES 23 SECONDS WEST, 81.71 FEET TO A POINT ON THE WESTERLY LINE OF BLOCK 4, ALSO BEING THE EASTERLY LINE OF LEE STREET, TO A POINT OF TERMINUS, ALL IN BLOCK 4 OF J.C. ROBINSON'S ADDITION TO DESPLAINES, IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PIN:** 09-20-211-044-0000  
09-20-211-043-0000  
09-20-211-001-0000  
09-20-211-004-0000

**Property Address:** 1001 Lee Street, Des Plaines, Illinois 60016

# UNOFFICIAL COPY

## EXHIBIT B

### PARCEL 2 - DECLARANT PROPERTY

#### **Legal Description:**

THAT PART OF LOTS 16 AND 17 IN BLOCK 4 LYING SOUTH OF THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTH LINE OF A 16 FOOT WIDE EAST-WEST ALLEY IN SAID BLOCK 4 AND THE NORTHERLY EXTENSION OF THE WEST LINE OF A 16 FOOT WIDE NORTH-SOUTH ALLEY IN SAID BLOCK 4; THENCE SOUTH ALONG LAST SAID WEST LINE, SOUTH 3 DEGREES 20 MINUTES 58 SECONDS EAST, 6.88 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 24 MINUTES 46 SECONDS WEST, 47.47 FEET; THENCE NORTH 72 DEGREES 18 MINUTES 23 SECONDS WEST, 81.71 FEET TO A POINT ON THE WESTERLY LINE OF BLOCK 4, ALSO BEING THE EASTERLY LINE OF LEE STREET, TO A POINT OF TERMINUS, ALSO LOT 18, ALSO THAT PART OF LOTS 19 AND 20 FALLING IN THE EASTERLY 6.75 FEET (AS MEASURED AT RIGHT ANGLES TO THE EASTERLY RIGHT OF WAY LINE) OF THE MINNEAPOLIS ST. PAUL SAULT SAINT MARIE RAILWAY RIGHT OF WAY AND THAT PART OF SAID LOTS 19 AND 20 LYING EAST OF THE MINNEAPOLIS ST. PAUL SAULT SAINT MARIE RAILWAY RIGHT OF WAY, ALL IN BLOCK 4 OF J.C. ROBINSON'S ADDITION TO DESPLAINES, IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Property Address:** 1001 Lee Street, Des Plaines, Illinois 60016

**PIN:** 09-20-211-004-0000 (Lot 17)  
 09-20-211-005-0000 (Lot 18)  
 09-20-211-006-0000 (Lot 19 and the Easterly 6.75 feet)  
 09-20-211-007-0000 (Lot 20 and the Easterly 6.75 feet)

# UNOFFICIAL COPY

## EXHIBIT C

### EASEMENT PARCEL - DRIVEWAY AREA

#### **Legal Description:**

INGRESS-EGRESS EASEMENT OVER A PORTION OF PARCEL 1 (GERBER PROPERTY) TO BENEFIT PARCEL 2 (DECLARANT PROPERTY) OVER, ACROSS AND UPON THAT PART OF LOTS 16 AND 17 IN BLOCK 4 BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTH LINE OF A 16 FOOT WIDE EAST-WEST ALLEY IN SAID BLOCK 4 AND THE NORTHERLY EXTENSION OF THE WEST LINE OF A 16 FOOT WIDE NORTH-SOUTH ALLEY IN SAID BLOCK 4; THENCE SOUTH ALONG LAST SAID WEST LINE, SOUTH 3 DEGREES 20 MINUTES 58 SECONDS EAST, 6.88 FEET, THENCE SOUTH 87 DEGREES 24 MINUTES 46 SECONDS WEST, 47.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 18 MINUTES 23 SECONDS WEST, 81.71 FEET TO A POINT ON THE WESTERLY LINE OF BLOCK 4, ALSO BEING THE EASTERLY LINE OF LEE STREET, THENCE ALONG SAID EASTERLY LINE OF LEE STREET, NORTH 30 DEGREES 32 MINUTES 43 SECONDS EAST, 30.77 FEET, THENCE SOUTH 72 DEGREES 18 MINUTES 23 SECONDS EAST, 69.50 FEET; THENCE SOUTH 7 DEGREES 33 MINUTES 11 SECONDS WEST, 30.48 FEET TO THE POINT OF BEGINNING, ALL IN BLOCK 4 OF J.C. ROBINSON'S ADDITION TO DESPLAINES, IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. CONTAINING 2268 SQUARE FEET, MORE OR LESS.

**Property Address:** 1001 Lee Street, Des Plaines, Illinois 60016

**PIN:** 09-20-211-044-0000 (Lot 16)  
09-20-211-004-0000 (Lot 17)

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

EXHIBIT D  
SURVEY

CLERK OF  
RECORDS  
DIVISION  
118 N. CLARK ST.  
ROOM 120  
CHICAGO, IL 60602-1387

Property of Cook County Clerk's Office

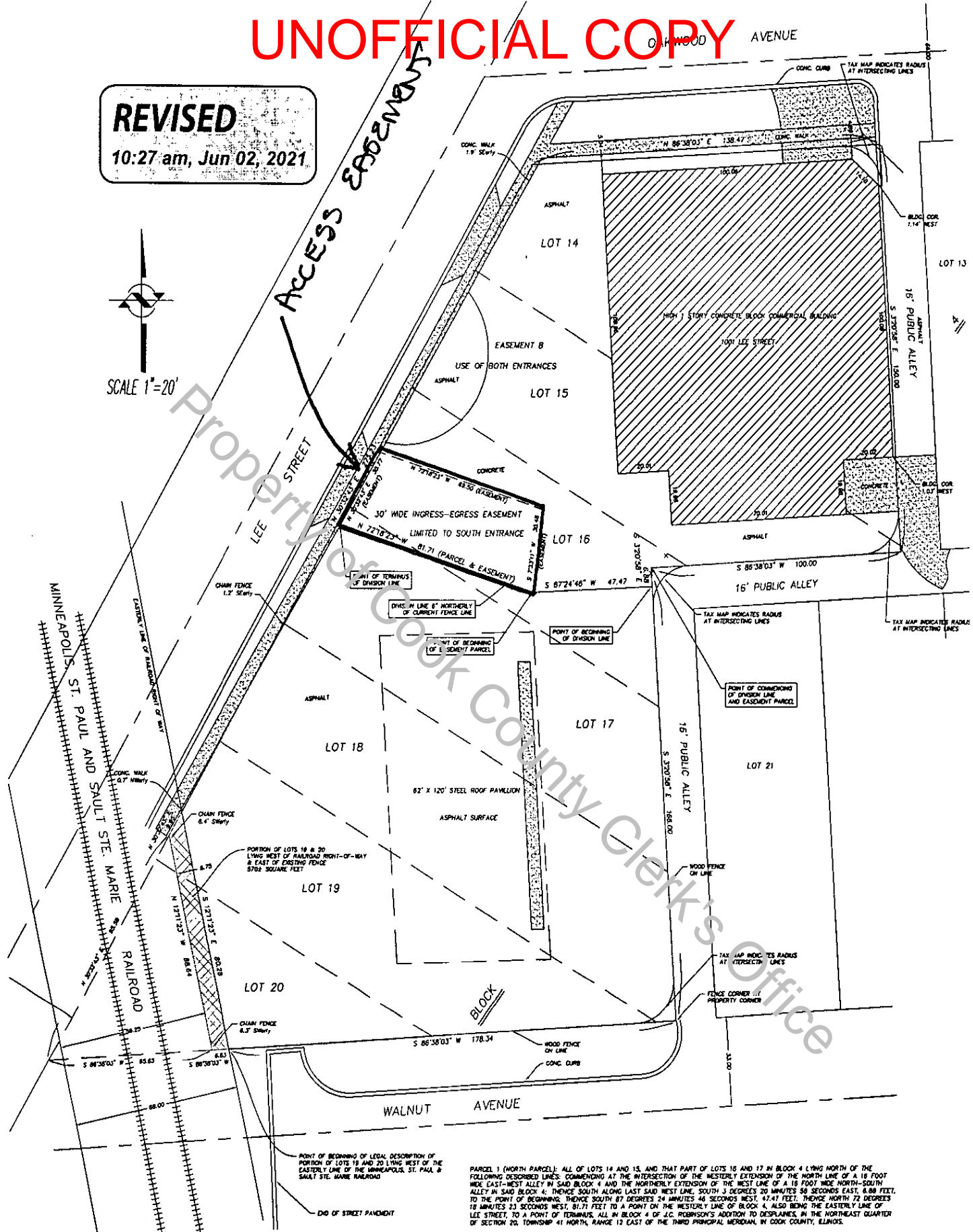


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**REVISED**  
10:27 am, Jun 02, 2021



**ACCESS EASEMENT**



**PARCEL 1 (NORTH PARCEL):** ALL OF LOTS 14 AND 15, AND THAT PART OF LOTS 16 AND 17 IN BLOCK 4 LYING NORTH OF THE FOLLOWING DESCRIBED LINES: COMMENCING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTH LINE OF A 16 FOOT WIDE EAST-WEST ALLEY IN SAID BLOCK 4 AND THE NORTHERLY EXTENSION OF THE WEST LINE OF A 16 FOOT WIDE NORTH-SOUTH ALLEY IN SAID BLOCK 4; THENCE SOUTH ALONG LAST SAID WEST LINE, SOUTH 3 DEGREES 20 MINUTES 48 SECONDS EAST, 6.88 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 24 MINUTES 46 SECONDS WEST, 47.47 FEET; THENCE NORTH 72 DEGREES 18 MINUTES 23 SECONDS WEST, 81.71 FEET TO A POINT ON THE WESTERLY LINE OF BLOCK 4, ALSO BEING THE EASTERLY LINE OF LEE STREET; TO A POINT OF TERMINUS, ALL IN BLOCK 4 OF J.C. ROBINSON'S ADDITION TO DESPLAINES, IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2 (SOUTH PARCEL):** THAT PART OF LOTS 16 AND 17 IN BLOCK 4 LYING SOUTH OF THE FOLLOWING DESCRIBED LINES: COMMENCING AT THE WESTERLY EXTENSION OF THE NORTH LINE OF A 16 FOOT WIDE EAST-WEST ALLEY IN SAID BLOCK 4 AND THE NORTHERLY EXTENSION OF THE WEST LINE OF A 16 FOOT WIDE NORTH-SOUTH ALLEY IN SAID BLOCK 4; THENCE SOUTH ALONG LAST SAID WEST LINE, SOUTH 3 DEGREES 20 MINUTES 48 SECONDS EAST, 6.88 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 46 SECONDS WEST, 47.47 FEET; THENCE NORTH 72 DEGREES 18 MINUTES 23 SECONDS WEST, 81.71 FEET TO A POINT ON THE WESTERLY LINE OF BLOCK 4, ALSO BEING THE EASTERLY LINE OF LEE STREET; TO A POINT OF TERMINUS, ALSO LOT 18, ALSO THAT PART OF LOTS 19 AND 20 LYING EAST OF THE EASTERLY 8.75 FEET (AS MEASURED AT RIGHT ANGLES TO THE EASTERLY RIGHT OF WAY LINE) OF THE MINNEAPOLIS ST. PAUL SAULT SAINT MARIE RAILWAY RIGHT OF WAY FALLING IN LOTS 18 AND 20, ALL IN BLOCK 4 OF J.C. ROBINSON'S ADDITION TO DESPLAINES, IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**INGRESS-EGRESS EASEMENT OVER A PORTION OF PARCEL 1 TO BENEFIT PARCEL 2:** THAT PART OF LOTS 14 AND 17 IN BLOCK 4 BOUNDARY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTH LINE OF A 16 FOOT WIDE EAST-WEST ALLEY IN SAID BLOCK 4 AND THE NORTHERLY EXTENSION OF THE WEST LINE OF A 16 FOOT WIDE NORTH-SOUTH ALLEY IN SAID BLOCK 4; THENCE SOUTH ALONG LAST SAID WEST LINE, SOUTH 3 DEGREES 20 MINUTES 48 SECONDS EAST, 6.88 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 46 SECONDS WEST, 47.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 18 MINUTES 23 SECONDS WEST, 81.71 FEET TO A POINT ON THE WESTERLY LINE OF BLOCK 4, ALSO BEING THE EASTERLY LINE OF LEE STREET; THENCE ALONG SAID EASTERLY LINE OF LEE STREET, NORTH 30 DEGREES 32 MINUTES 43 SECONDS EAST, 30.77 FEET; THENCE SOUTH 72 DEGREES 18 MINUTES 23 SECONDS EAST, 89.50 FEET; THENCE SOUTH 7 DEGREES 33 MINUTES 11 SECONDS WEST, 30.43 FEET TO THE POINT OF BEGINNING, ALL IN BLOCK 4 OF J.C. ROBINSON'S ADDITION TO DESPLAINES, IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, CONTAINING 2288 SQUARE FEET, MORE OR LESS.

NOTE: BASIS OF BEARINGS SHOWN HEREIN IS ELIOTS EAST MAGN-12 BY GPS OBSERVATION

DATE: 11-1-21  
 COUNTY CLERK  
 THIS DOES NOT REQUIRE THE COUNTY CLERKS  
 ENDORSEMENT PER 35 ILCS 200/9-55

1 SERVICE, P.C. HAS ISSUED THE PROPERTY INDICATED RECORDS, AND THAT THE ROW OF THE SAME, THIS 405 MINIMUM STANDARDS PER 6. SECTION 1270.56 IN SURVEYOR ACT, ALL NEW.

# UNOFFICIAL COPY COOK COUNTY CLERK

# PLAT RECORDING

## ATTACHED TO DOCUMENT

\*2130817096\*

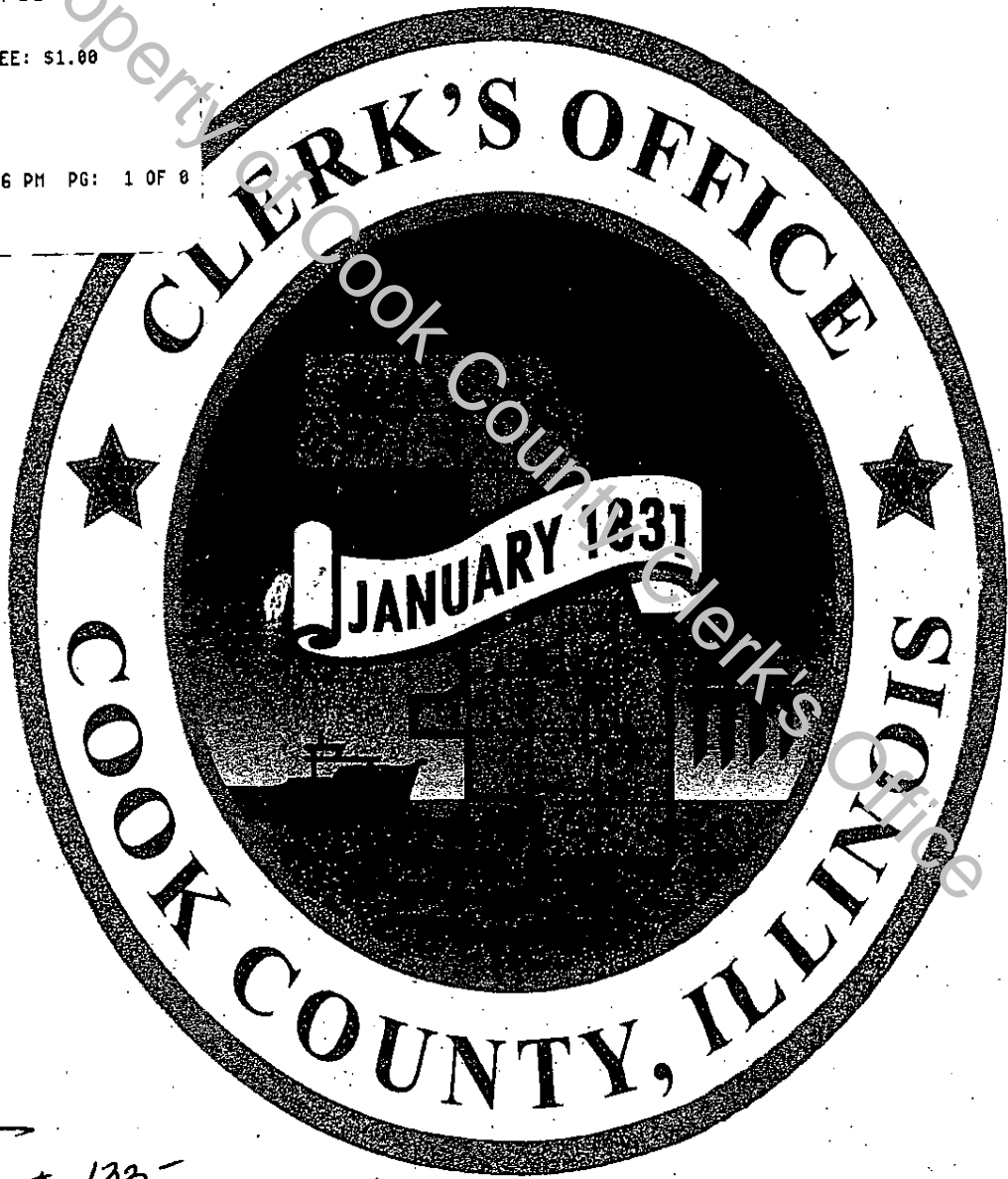
Doc# 2130817096 Fee \$133.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/04/2021 01:56 PM PG: 1 OF 8



9 pgs  
1 plat

10 + 133-

R11570

IMAGES STORED IN PLAT INDEX DATABASE