



Doc# 2201457020 Fee \$87.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/14/2022 12:19 PM PG: 1 OF 19

This Document was Prepared by  
and when Recorded Return to:

Scott E. Saef  
Sidley Austin LLP  
One South Dearborn Street  
Chicago, Illinois 60603

Property of Cook County Clerk  
**ACCESS EASEMENT AGREEMENT**

**THIS ACCESS EASEMENT AGREEMENT** ("Easement") is made as of this 6<sup>th</sup> day of August, 2020, by and between THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, a division of an Illinois municipal corporation ("Grantor"), and THE ANDERSONVILLE POINTE CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation ("Grantee").

**RECITALS:**

A. Grantor is the owner of that certain parcel of property located in the City of Chicago, County of Cook, State of Illinois which is legally described and/or depicted on Exhibit A attached hereto and made part hereof (the "Grantor's Property").

B. Grantor's Property includes (but is not limited to) each of the following areas which form a part of the Grantor's Property: (a) the real estate described and/or depicted on Exhibit B-1 attached hereto (as the same may be modified as provided herein, the "Temporary Easement Area"), and (b) the real estate described and/or depicted on Exhibit C attached hereto (the "New Easement Area").

C. Grantee is the condominium association for a twenty-eight (28) unit residential condominium (the "Condominium") located on the parcel of property in the City of Chicago, County of Cook, State of Illinois which is legally described and/or depicted on Exhibit D attached hereto and made part hereof (the "Grantee's Property").

D. As of the date of this Easement, the owners of the residential units in the Condominium use a driveway located on a portion of the Temporary Easement Area for purposes of vehicular access, ingress and egress to and from the Grantee's Property from and to the publicly dedicated street commonly known as Ridge Avenue (such driveway, as the same may be altered and/or modified from time to time as provided herein, the "Existing Driveway").

E. Grantor proposes to use certain real property located in the vicinity of Grantor's Property for purposes of constructing and installing, and thereafter operating and maintaining, a commuter rail station with related parking and drop-off/pick-up areas (collectively, the "Rail Station") which will form a part of Grantor's commuter rail system serving the Chicago Metropolitan Area.

RECORDING FEE 87.00  
DATE 1/13/2022 COPIES 6X  
OK BY EK

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F. In connection with the construction and installation of the Rail Station, Grantor anticipates that it will perform certain work with respect to Grantor's Property as more particularly described and/or depicted on Exhibit E attached hereto and made a part hereof ("Grantor's Work"), which work may include (without limitation):

(a) The performance of certain alterations and modifications to the Existing Driveway and Temporary Easement Area in order to facilitate access to and from Grantee's Property during the performance of Grantor's Work, including: (i) the installation of a temporary vehicular access drive (such drive, the "Construction Driveway") on the portion of Grantor's Property described and/or depicted on Exhibit B-2 attached hereto and made a part hereof (the "Construction Driveway Area"), and (ii) after the installation of the Construction Driveway, the closure of the portions of the Existing Driveway located south of the Construction Driveway which are no longer necessary to provide vehicular access to and from Grantee's Property from and to Ridge Avenue (any such closed portions of the Existing Driveway, the "Closed Areas"). Grantor and Grantee acknowledge and agree that, from and after the date on which the Construction Driveway is installed and open for use by Grantee: (x) the Temporary Easement Area shall be deemed to include the Construction Driveway Area but shall no longer include any Closed Areas, (y) the Existing Driveway shall be deemed to include the Construction Driveway but shall no longer include any portions of the Existing Driveway located on the Closed Areas, and (z) the rights of Grantee under this Easement with respect to the Closed Areas shall be deemed to have terminated and expired;

(b) The installation of a new access drive on a portion of the New Easement Area which will provide vehicular access to and from the Rail Station and Grantee's Property from and to the publicly dedicated street commonly known as Peterson Avenue (as the same may be altered or modified from time to time, the "New Driveway"), and

(c) The removal of the Existing Driveway from the Temporary Easement Area (thereby eliminating access to and from Grantee's Property from and to Ridge Avenue from and after the New Driveway Opening Date (as hereinafter defined)).

G. In connection with the foregoing, Grantor desires to grant to Grantee, and Grantee desires to receive from Grantor, certain easement rights with respect to the Temporary Easement Area and New Easement Area, as more fully described herein, all upon the terms, provisions and conditions set forth in this Easement.

NOW, THEREFORE, in consideration of Ten and No/100ths Dollars, the covenants, terms, and conditions to be made, performed, kept and observed by Grantor and Grantee hereunder and other good and valuable consideration, Grantor and Grantee hereby agree as follows:

1. **Recitals Incorporated; Certain Defined Terms.** The foregoing Recitals are incorporated into this Easement and form a material portion hereof. For purposes of this Easement, the following terms shall have the following meanings:

(a) "Driveway" shall mean (i) during the Temporary Easement Period (as defined below), the Existing Driveway (as modified as provided herein), or (ii) during the New Easement Period (as defined below), the New Driveway;

(b) "Easement Area" shall mean (i) during the Temporary Easement Period, the Temporary Easement Area (as modified as provided herein), or (ii) during the New Easement Period, the New Easement Area;

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(c) “Grantee Parties” shall mean, collectively, Grantee, the owners of units in the Condominium, any management company of the Condominium and their respective tenants, licensees, guests, contractors, employees and agents;

(d) “Grantor Parties” shall mean, collectively, the Regional Transportation Authority, Northeast Illinois Regional Commuter Railroad Corporation, Grantor and their respective tenants, licensees, contractors, customers (including, without limitation, commuters using the Easement Area for purposes of access to and from the Rail Station), contractors, employees and agents;

(e) “Grantor’s Operations” shall mean the use of the Easement Area and/or Driveway (or any portion thereof) by Grantor and/or any other Grantor Party for purposes of (i) gaining vehicular access, ingress and egress thereon to and from the Rail Station, (ii) performing Grantor’s Work and/or any other changes, alterations, modifications and/or improvements to the Easement Area and/or Driveway (as applicable), (iii) performing maintenance and/or repairs to the Easement Area and/or Driveway, (iv) exercising any of Grantor’s rights under this Easement, and/or (v) performing any of Grantor’s obligations under this Easement;

(f) “New Driveway Opening Date” shall mean the date on which Grantor notifies Grantee in writing that the New Easement Area and New Driveway are open for access by Grantee and the Grantee Parties (as defined below) for the purposes set forth in this Easement;

(g) “New Easement Period” shall mean the period that commences on the day immediately following the last day of the Temporary Easement Period and ends on the date (if any) on which this Easement terminates; and

(h) “Temporary Easement Period” shall mean the period that commences on the date hereof and ends at 11:59 (Chicago, Illinois time) on the New Driveway Opening Date.

2. **Grant of Easement.** Subject to the terms and provisions of this Easement, Grantor hereby grants and conveys unto Grantee, without warranty of title, the following easements with respect to the following periods:

(a) during the Temporary Easement Period, a temporary, non-exclusive easement appurtenant to Grantee’s Property to use the Temporary Easement Area for purposes of gaining vehicular access, ingress and egress over the Existing Driveway to and from the Grantee’s Property from and to Ridge Avenue; and

(b) during the New Easement Period, a perpetual, non-exclusive easement appurtenant to Grantee’s Property to use the New Easement Area for purposes of gaining vehicular access, ingress and egress over the New Driveway to and from the Grantee’s Property from and to Peterson Avenue.

For clarity, Grantor and Grantee acknowledge and confirm that Grantee’s easement rights with respect to the Temporary Easement Area and Existing Driveway shall automatically terminate and expire at 11:59 p.m. (Chicago, Illinois time) on the last day of the Temporary Easement Period, at which time Grantee’s easement rights (as provided herein) with respect to the New Easement Area and New Driveway shall automatically commence. At any time after the last day of the Temporary Easement Period, either Grantor or Grantee shall have the right (but not the obligation) to record an instrument confirming the termination and expiration of Grantee’s easement rights with respect to the Temporary Easement Area and Existing Driveway as of the last day of the Temporary Easement Period, and the commencement of

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Grantee's easement rights with respect to the New Easement Area and New Driveway as of the first day of the New Easement Period.

### 3. Rights and Obligations of Grantee.

(a) Grantee Parties. The rights of Grantee to use the Easement Area for the purposes set forth in Section 2 of this Easement shall extend to Grantee and the other Grantee Parties.

(b) No Alterations by Grantee. Neither Grantee nor any other Grantee Party shall make any changes, alterations, modifications or improvements of any kind to the Easement Area or Driveway without the prior written consent of Grantor.

(c) No Obstruction or Overuse. Neither Grantee nor any other Grantee Party shall block or obstruct the Easement Area or Driveway, or otherwise impede, impair, damage or interfere with the use of the Easement Area or Driveway by Grantor or the other Grantor Parties for purposes of Grantor's Operations. Without limitation of the foregoing, Grantee and the other Grantee Parties shall not overuse or overburden the Easement Area in connection with their use thereof pursuant to this Easement. For purposes of the foregoing, any use of the Easement Area by Grantee and/or the other Grantee Parties that is materially greater or more burdensome than the use thereof as a primary means of vehicular access, ingress and egress to and from a residential condominium building containing twenty-eight (28) residential units shall be deemed to constitute an overuse and overburdening of the Easement Area by Grantee and the Grantee Parties.

(d) [Intentionally Omitted.]

(e) No Liens. Neither Grantee nor any other Grantee Party will cause or permit any lien (including, without limitation, any mechanic's lien) to be asserted against the Easement Area (or any interest therein) as a result of any act or omission of Grantee or any other Grantee Party. In the event any such lien is filed, Grantee will cause the same to be released within ten (10) business days after notice thereof from Grantor. In the event such lien is not released and removed within such ten (10) business day period, Grantor may (but shall not be obligated to) pay any amount (and take any other action) that may be required to release such lien (and Grantor shall have no duty to investigate the validity thereof), and Grantee shall reimburse Grantor for all amounts paid (and costs and expenses incurred) by Grantor in connection therewith within thirty (30) days after receipt of an invoice from Grantor therefor.

### 4. Rights and Obligations of Grantor.

(a) Easements Non-Exclusive. The rights and easements conferred upon Grantee pursuant to this Easement constitute non-exclusive rights and easements, and (without limitation of the generality of the foregoing) Grantor shall have the right to use and occupy (and to grant others the right to use and occupy) the Easement Area and/or Driveway for any purposes that are not inconsistent with the rights of Grantee hereunder. Without limitation of the generality of the foregoing, Grantor expressly reserves the right to use the Easement Area and Driveway, and to permit the other Grantor Parties to use the Easement Area and Driveway, for Grantor's Operations, and Grantee hereby acknowledges and confirms that such use by Grantor and the other Grantor Parties shall not be deemed to be inconsistent with the rights of Grantee hereunder.

(b) Performance of Work. During any period that Grantor is performing work at the Easement Area and/or Driveway (including, without limitation, Grantor's Work), Grantor shall have the right to temporarily close and/or restrict access over the Easement Area and/or Driveway by Grantee and the other Grantee Parties, which may include, without limitation, the installation of temporary

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construction fencing and/or barriers thereat. Grantor shall use commercially reasonable efforts to provide Grantee with forty-eight (48) hours' notice prior to temporarily closing and/or restricting access over the Easement Area and/or Driveway, with such notice containing the estimated conditions and duration of any such closure and/or restriction of access. Grantor shall use commercially reasonable efforts to minimize any interference in the use of the Easement Area by Grantee and the other Grantee Parties for the purposes permitted hereunder occasioned by any such closure and/or restriction of access.

(c) **Damage by Grantor.** Grantor shall, at Grantor's sole cost and expense, repair and restore any damage to or destruction of the Easement Area and/or Driveway resulting from the actions of Grantor and/or any other Grantor Party on the Easement Area and/or Driveway (as applicable) or from any breach or violation of the terms of this Easement by Grantor.

(d) **Relocation.** Grantor, at Grantor's sole cost and expense, shall have the right from time to time to relocate the Easement Area to an alternative location appropriate for vehicular access, ingress and egress to and from the Grantee's Property from and to a public street located in the vicinity thereof; **provided**, that: (i) Grantor shall provide Grantee with at least thirty (30) days' advance written notice of any such relocation (which notice shall designate the proposed alternative location of the Easement Area and/or Driveway), (ii) such relocation shall not materially impair the rights of use granted upon Grantee hereunder, and (iii) promptly following any such relocation, Grantor shall, if Grantee so requests, execute and record an instrument reasonably acceptable to Grantee designating the new location of the Easement Area.

(e) **Dumpster Relocation.** Grantor and Grantee acknowledge that certain of the refuse dumpsters (the "**Subject Dumpsters**") that currently serve Grantee's Property are currently located on a portion of Grantor's Property, and that, until Grantor relocates the Subject Dumpsters as provided herein to Grantee's Property, Grantee shall have the right to continue to maintain and gain access to the Subject Dumpsters at such portion of the Grantor's Property (or an alternative reasonable location on Grantor's Property designated by Grantor). Grantor and Grantee further acknowledge that, as a result of the performance of Grantor's Work, it will be necessary to relocate the Subject Dumpsters to a temporary location on Grantor's Property reasonably acceptable to Grantee and Grantor as depicted on **Exhibit B-2** and to a permanent location on Grantee's Property depicted on **Exhibit C** (such permanent location described as the "**New Dumpster Location**"). Grantor hereby agrees that, at such time during (or prior to the commencement of) the Grantor's Work as Grantor determines such relocation is necessary, Grantor shall perform the relocation of the Subject Dumpsters to the New Dumpster Location on Grantee's Property, including, if reasonably necessary in order to accommodate the Subject Dumpsters, the installation of a dumpster pad at the New Dumpster Location in connection therewith. Grantee hereby agrees that Grantor shall have the right to use and gain access to the New Dumpster Location on Grantee's Property for purposes of performing such relocation and (if applicable) installation.

## 5. **Maintenance and Repair.**

(a) **Temporary Easement Area.** Commencing on the date on which Grantor commences the performance of Grantor's Work on the Temporary Easement Area, and continuing thereafter until the last day of the Temporary Easement Period, Grantor shall maintain and repair the Existing Driveway in good condition and repair (subject to Section 4(b) of this Easement) at Grantor's sole cost and expense (subject to Section 3(d) of this Easement). From and after the expiration of the Temporary Easement Period, neither Grantor nor Grantee shall have any obligation under this Easement to perform maintenance or repair with respect to the Temporary Easement Area or Existing Driveway.

(b) **New Easement Area.** During the Temporary Easement Period, neither Grantor nor Grantee shall have any obligation under this Easement to perform maintenance or repair with respect to

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the New Easement Area or New Driveway. Commencing on the first day of the New Easement Period and continuing thereafter until the Grantor Non-Use Date (as defined below), if any, Grantor shall maintain and repair the New Driveway in good condition and repair (subject to Section 4(b) of this Easement) at Grantor's sole cost and expense (subject to Section 3(d) of this Easement). For purposes hereof, the term "Grantor Non-Use Date" shall mean the date (if any) on which Grantor notifies Grantee in writing that Grantor has elected to permanently shut down the Rail Station or otherwise permanently discontinue its use of the New Easement Area and New Driveway for purposes of ingress, egress and access to and from the Rail Station.

6. **Notices.** Whenever notice is required to be given pursuant to this Easement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Grantor: Commuter Rail Division of the Regional Transportation Authority  
547 W. Jackson Blvd.  
Chicago, IL 60661  
Attn: Director of Real Estate, Metra

If to Grantee: Andersonville Pointe Condo Assoc  
6060 N. Ridge Ave., Chicago, IL 60660  
Attn: Thomas Wenger Unit 1-C

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

7. **Successors and Assigns.** The terms, conditions, rights and easements contained herein shall be covenants running with the land and shall be perpetual. This Easement shall be recorded against the Easement Area, and the terms and conditions contained herein shall bind, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns (including, without limitation, the respective successors in title to Grantee and Grantor to Grantee's Property and Easement Area). This Easement shall not be assignable by either Grantor or Grantee except in connection with a transfer of its respective interest in the Easement Area (in the case of Grantor) or Grantee's Property (in the case of Grantee).

8. **Miscellaneous.** This Easement contains the entire agreement between Grantor and Grantee regarding the subject matter hereof, and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter. This Easement cannot be changed orally or by course of conduct, it being agreed that any amendment or modification to this Easement must be in writing and signed by each party. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement. If any provision of this Easement shall, to any extent, be invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law. This Easement may be executed by the parties in separate counterparts. Each party has meaningfully contributed to the preparation and drafting of this Easement, and, consequently, the parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Easement.

[Signatures and acknowledgments on next page(s)]

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IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their proper officers thereunto duly authorized as of the day and year first hereinabove written.

**GRANTOR:**

THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, a division of an Illinois municipal corporation

By: [Signature]  
Print Name: JIM DERWINSKI  
Title: CEO/Executive Director

**GRANTEE:**

THE ANDERSONVILLE POINTE CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation

By: [Signature]  
Print Name: Thomas Wenger  
Title: Board Member

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**SCHEDULE OF EXHIBITS**

- A Grantor's Property
- B-1 Temporary Easement Area
- B-2 Construction Driveway Area
- C New Easement Area
- D Grantee's Property
- E Grantor's Work

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Lynn M. Dion, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Jim Derwinski, personally known to me to be the CEO of The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Jim Derwinski, (s)he signed and delivered such instrument pursuant to authority given by the \_\_\_\_\_ of such division, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such division, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6<sup>th</sup> day of August, 2020

Lynn M Dion  
Notary Public

Commission expires: 7-31-23



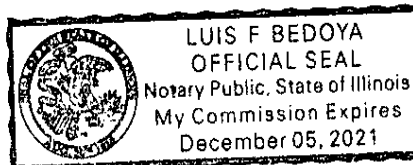
STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

I, Luis F. Bedoya, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Thomas R. Wenger, personally known to me to be the BOARD MEMBER of The Andersonville Pointe Condominium Association, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Thomas F. Wenger, (s)he signed and delivered such instrument pursuant to authority given by the Board of Directors of such corporation, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28<sup>th</sup> day of July, 2020.

Luis F Bedoya  
Notary Public

Commission expires: 12/05/2021





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## EXHIBIT A TO ACCESS EASEMENT AGREEMENT

### GRANTOR'S PROPERTY

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

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
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## EXHIBIT A - GRANTOR'S PROPERTY

### Parcel #1:

That part of the Northeast  $\frac{1}{4}$  of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows:

Beginning at the intersection of the North line of W. Peterson Avenue (as widened), being 100.00 feet wide with the West line of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 6 (said line also being the Easterly line of the Union Pacific Railroad, formerly the Chicago and Northwestern Railway Company); thence North 01 degrees 38 minutes 07 seconds West, 418.66 feet along said West line of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 6 to the Southerly line of N. Ridge Avenue (being 66 feet wide); thence South 58 degrees 05 minutes 05 seconds East, 60.00 feet along said Southerly line of N. Ridge Avenue to the Westerly line of an alley heretofore dedicated (being 16.00 feet wide); thence South 01 degrees 38 minutes 07 seconds East, 385.37 feet along the Westerly line of said alley to the aforementioned North line of W. Peterson Avenue; thence South 88 degrees 12 minutes 54 seconds West, 50.00 feet along said North line of W. Peterson Avenue to the point of beginning, in Cook County, Illinois.

also:

### Parcel #2:

Lots 21 and 22 of Bairstow and Kelly's Addition to High Ridge recorded June 7, 1892 as Document Number 1679783, being a subdivision of the Northeast  $\frac{1}{4}$  of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

also:

### Parcel #3:

A part of Lot 23 and the alley Northerly thereof of Bairstow and Kelly's Addition to High Ridge recorded June 7, 1892 as Document Number 1679783, being a subdivision of the Northeast  $\frac{1}{4}$  of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, more particularly described as follows:

Beginning at the intersection of the Northerly line of W. Peterson Avenue (as widened) being 100 feet wide, and the Westerly line of Lot 23; thence North 01 degrees, 38 minutes 07 seconds West, 144.31 feet along said Westerly line of Lot 23 to a point on the Northeasterly line of the Southwesterly  $\frac{1}{2}$  of the 16 foot alley vacated by Ordinance recorded January 10, 1974 as Document Number 22592065; thence South 76 degrees 09 minutes 46 seconds East, along said line, 6.94 feet; thence South 05 degrees 24 minutes 55 seconds East, 142.73 feet to the aforementioned Northerly line of W. Peterson Avenue; thence South 88 degrees 12 minutes 54 seconds West, 16.10 feet to the point of beginning.

PINS 14-06-226-001-0000

14-06-226-002-0000

14-06-226-020-0000

14-06-226-021-0000 (portion thereof)

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## EXHIBIT B-1 TO ACCESS EASEMENT AGREEMENT

### TEMPORARY EASEMENT AREA

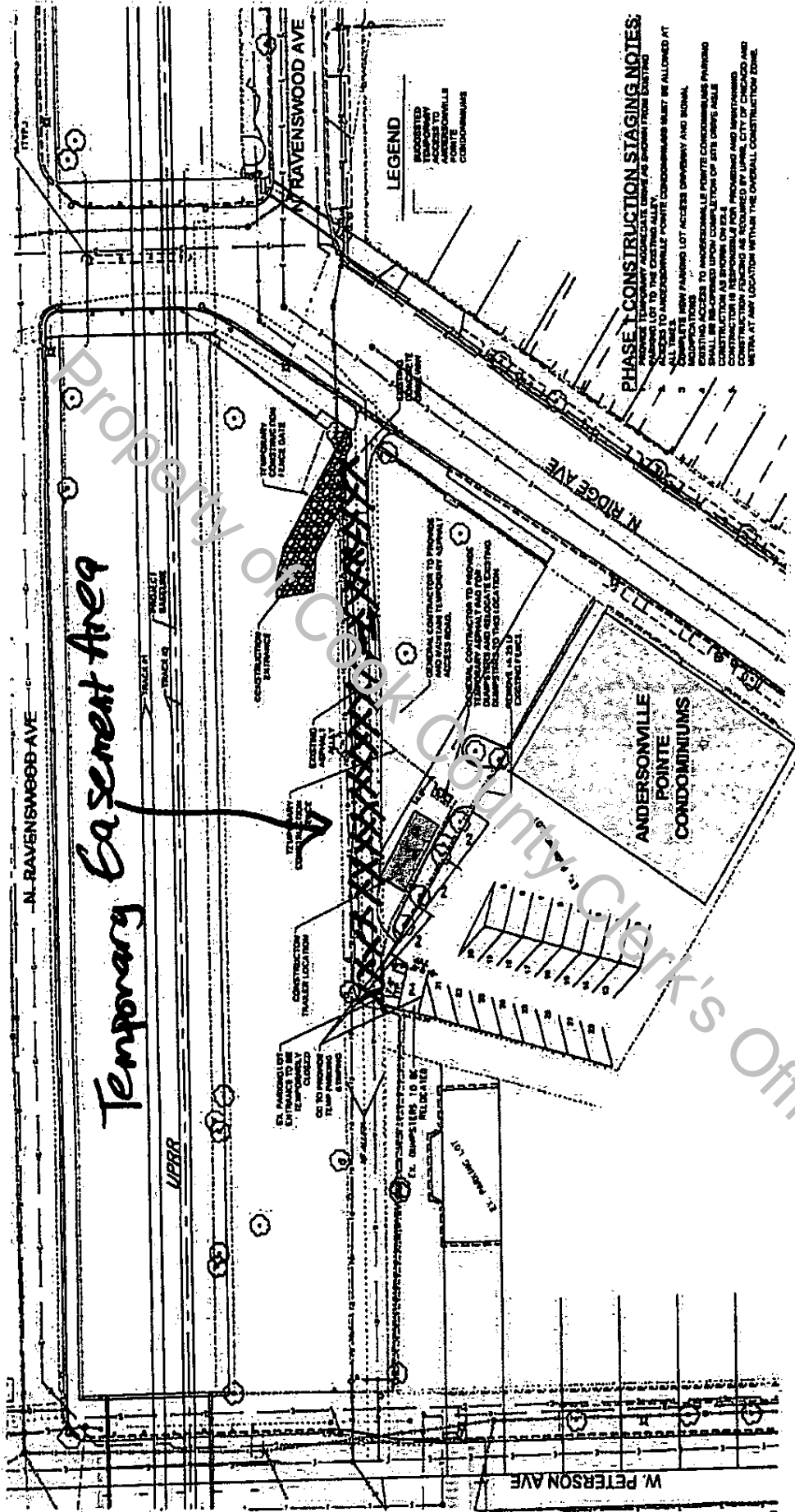
See attached.

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

COOK COUNTY CLERK OFFICE  
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CHICAGO, IL 60602-1387

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**PHASE I CONSTRUCTION STAGING NOTES:**  
 PROVIDE TEMPORARY ACCESS TO AND FROM EXISTING UTILITY LINES TO AND FROM THE CONSTRUCTION STAGING AREA.  
 ALL TRUCKS, TRAILERS, AND EQUIPMENT SHALL BE ALLOWED AT ALL TIMES.  
 COMPLETE REPLY PAVED LOT ACCESS DRIVEWAY AND BROWAL.  
 EXISTING ACCESS TO ANDERSONVILLE POINTE CONDOMINIUMS SHALL BE MAINTAINED UPON COMPLETION OF SITE DRIVE ABLE.  
 CONSTRUCTION AS SHOWN ON THIS PLAN SHALL BE PERFORMED AND REPORTED TO METRA AT ANY LOCATION WITHIN THE OVERALL CONSTRUCTION ZONE.

**LEGEND**  
 PROPOSED TEMPORARY ACCESS TO ANDERSONVILLE POINTE CONDOMINIUMS

*Temporary Easement Area*



6.22.19

PHASE I - STAGING PLAN

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## EXHIBIT B-2 TO ACCESS EASEMENT AGREEMENT

### CONSTRUCTION DRIVEWAY AREA

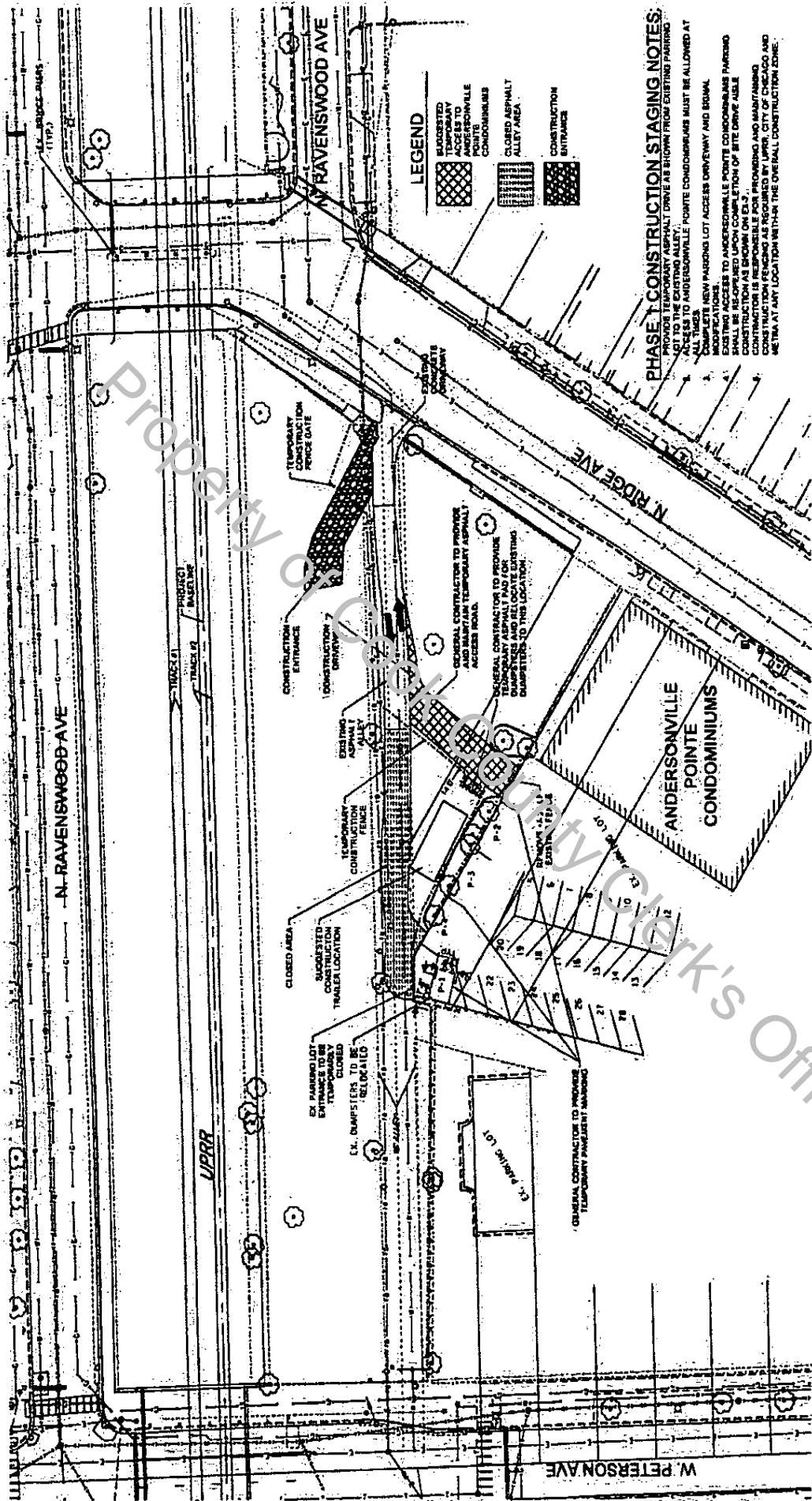
See attached.

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CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE  
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CHICAGO, IL 60602-1387

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**PHASE 1 CONSTRUCTION STAGING NOTES:**  
 PROVIDE TEMPORARY ASPHALT DRIVE AS SHOWN FROM EXISTING PAVING  
 CUT TO THE EXISTING ALLEY. PROVIDE CONDOMINIUMS MUST BE ALLOWED AT  
 ALL TIMES. ANDERSONVILLE POINTE CONDOMINIUMS MUST BE ALLOWED AT  
 ALL TIMES.  
 COMPLETE NEW PARKING LOT ACCESS DRIVEWAY AND BRAMA  
 MODIFICATIONS  
 PROVIDE TO ACCESSIBLE TO ADJACENT CONDOMINIUMS PARKING  
 SHALL BE INSTALLED UPON COMPLETION OF SITE DEVELOPMENT  
 CONSTRUCTION IS RESPONSIBLE FOR PROVIDING AND MAINTAINING  
 CONSTRUCTION FENCING AS REQUIRED BY UPRR, CITY OF CHICAGO AND  
 METRA AT ANY LOCATION WITHIN THE OVERALL CONSTRUCTION ZONE.

**LEGEND**

- SUGGESTED ACCESS TO ANDERSONVILLE CONDOMINIUMS
- CLOSED ASPHALT ALLEY AREA
- CONSTRUCTION ENTRANCE



1.22.20

SE1 - STAGING PLAN

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## EXHIBIT C TO ACCESS EASEMENT AGREEMENT

### NEW EASEMENT AREA

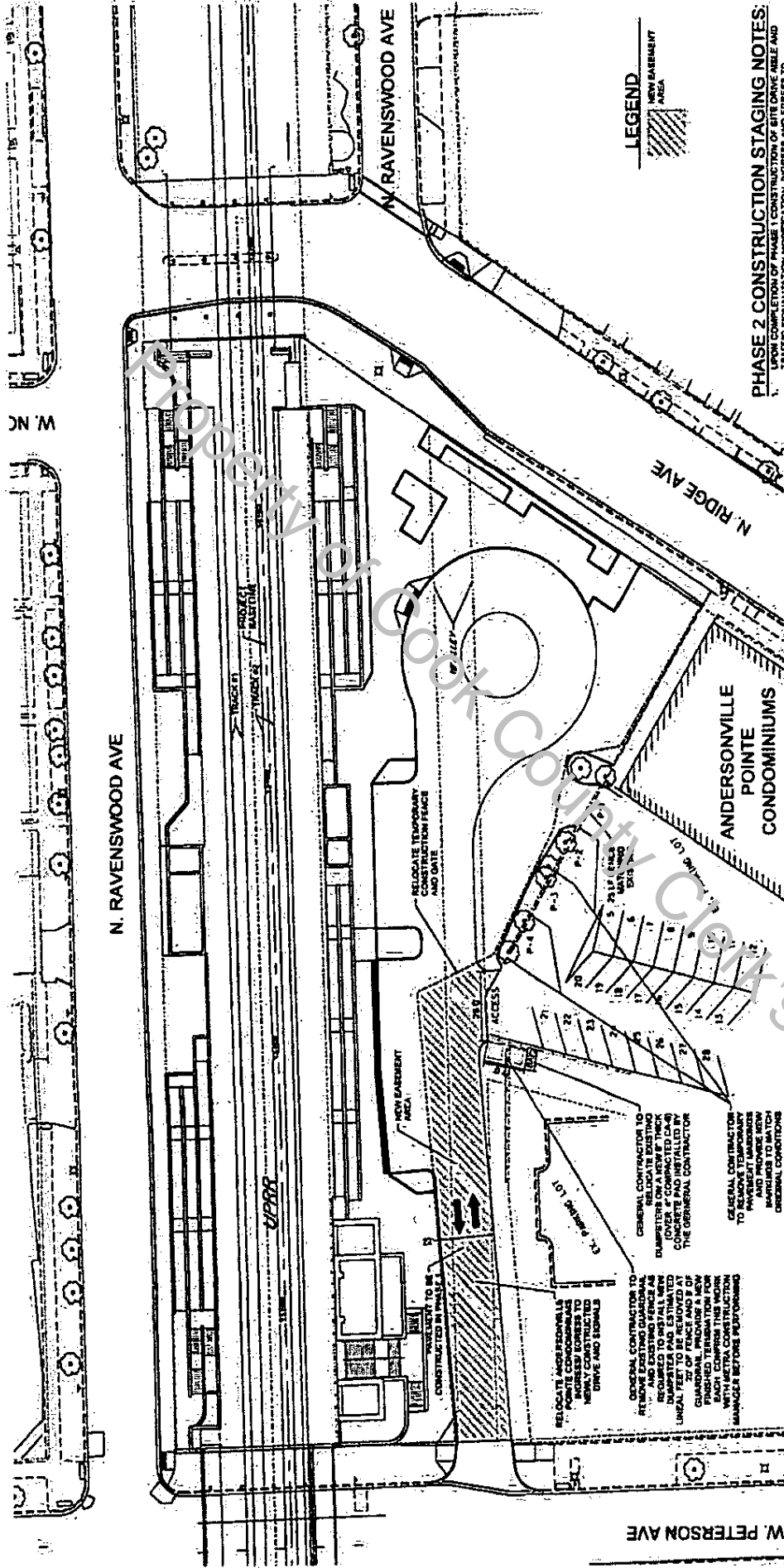
See attached.

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COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
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Property of Cook County Clerk's Office

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1.23.20

SE II - STAGING PLAN



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## EXHIBIT D TO ACCESS EASEMENT AGREEMENT

### GRANTEE'S PROPERTY

See attached.

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CHICAGO, IL 60602-1387

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CHICAGO, IL 60602-1387

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THE NORTHWESTERLY 10 FEET OF LOT 16 AND ALL OF LOTS 17 TO 20 AND THE NORTHEASTERLY ¼ OF THE VACATED ALLEY LYING SOUTHWESTERLY OF AND ADJOINING THE AFORESAID PROPERTY IN BAIRSTOW AND KELLY'S ADDITION TO HIGH RIDGE IN THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs 14-06-226 -031-1001 through  
1036

Property of Cook County Clerk's Office

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## EXHIBIT E TO ACCESS EASEMENT AGREEMENT

### GRANTOR'S WORK

Grantor's Work includes, but is not limited to the following items, the overall site plan for which is depicted on the following page:

- Installation of temporary asphalt-paved drive of approximately 25 feet wide linking Grantee parking lot to existing paved north-south driveway with curb cut on Ridge Avenue, including removal of +/- 25 linear feet of parking lot fencing.
- Installation of a permanent gate for Grantee to regulate access to Grantee's parking lot.
- Installation of temporary construction fencing on south side of temporary aggregate driveway and west side of existing north-south driveway.
- Temporary installation of a construction trailer on Grantor's property.
- Completion of a two-way driveway linking Grantee's parking lot to Peterson Avenue, including installation of modified traffic signals allowing for access to Peterson Avenue (west or east) to and from Grantor's driveway and also including an improved connection between Grantee's parking lot and the two-way driveway.
- Extension of the new two-way driveway to a turnaround circle and removal of access to Ridge Avenue.
- Installation of off-street parking spaces on Grantor's Property.
- Installation of striping for four temporary parking spaces on Grantee's Property and then removal of temporary striping and installation of permanent striping for four parking spaces on Grantee's Property as depicted on Exhibit C.
- Installation of ramps and stair providing access to the rail station platforms.
- Installation of landscaping and plaza areas.
- Relocation of the Subject Dumpsters to the New Dumpster Location on Grantee's Property pursuant to Section 4(e) of the Easement, including, if reasonably necessary in order to accommodate the Subject Dumpsters, the installation of a dumpster pad at the New Dumpster Location in connection therewith.