

# UNOFFICIAL COPY

THIS DOCUMENT WAS PREPARED BY,  
AND AFTER RECORDING, RETURN TO:

Kristopher J. Stark, Esq.  
Nixon Peabody LLP  
70 West Madison Street, Suite 3500  
Chicago, Illinois 60602



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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/17/2022 01:21 PM PG: 1 OF 13

## PERMANENT INDEX NUMBERS:

17-08-431-014-0000

## GRANTOR PROPERTY ADDRESS:

932 West Randolph Street  
Chicago, Illinois 60607

*This space reserved for Recorder's use only.*

## GRANTEE PROPERTY ADDRESS:

162 North Sangamon Street,  
Chicago, Illinois 60607

## EASEMENT AGREEMENT FOR EMERGENCY EGRESS BY PEDESTRIANS

This EASEMENT AGREEMENT FOR EMERGENCY EGRESS BY PEDESTRIANS (this "Agreement") is made as of the 17th day of March, 2022 ("Execution Date") by and between L3 932 W RANDOLPH LLC, a Delaware limited liability company, (herein referred to as "Grantor") and CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 22, 2002 AND KOWN AS TRUST NUMBER 130505 (herein referred to as "Grantee").

### RECITALS:

WHEREAS, Grantor is the owner of a certain parcel of improved real property commonly known as 932 West Randolph Street, Chicago, Illinois and legally described on Exhibit A attached hereto (the "Grantor Parcel");

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**WHEREAS**, Grantee is the owner of a certain parcel of improved real property located adjacent to and to the north of the Grantor Parcel, which parcel is commonly known as 162 North Sangamon Street, Chicago, Illinois and is legally described on **Exhibit B** attached hereto (the "Grantee Parcel");

**WHEREAS**, Grantor has agreed to grant to Grantee an appurtenant easement for emergency egress by pedestrians only over, across and upon a portion of the Grantor Property upon the terms and conditions set forth herein; and

**NOW THEREFORE**, in consideration of the foregoing premises and the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

## ARTICLE I

### GRANT AND TERMS OF EASEMENT

**1.1. Access Easement.** Grantor hereby grants, gives and conveys to Grantee a non-exclusive perpetual easement appurtenant to the Grantee Parcel solely for emergency egress by pedestrians only upon, over, across and along that portion of the Grantor Parcel depicted in cross-hatching and legally described as the Easement Area on **Exhibit C** which is attached hereto (the "Easement Area") and for no other reason or use whatsoever. In no event shall the Easement Area be used by Grantee or anyone entering onto the Easement Area claiming under Grantee for loitering, any non-emergency use, or driving or parking of motor vehicles. Grantee acknowledges that there are certain utility boxes and related facilities (collectively, the "Utility Facilities") located partially within the Easement Area as of the Execution Date. Nothing set forth in this Agreement shall be deemed to prohibit or otherwise restrict Grantor from maintaining such Utility Facilities or from replacing, supplementing or otherwise modifying the same provided, however, that Grantor shall, to the extent it is within Grantor's control, take reasonable steps to prevent further encroachments onto the Easement Area. Notwithstanding anything contained herein to the contrary, the parties agree and acknowledge that none of the existing site conditions depicted on Exhibit C shall constitute a breach of this Agreement.

**1.2. Indemnification by Grantee.** Grantee shall indemnify, defend and hold harmless Grantor and its members, managers, shareholders, directors, successors, assigns, personal representatives, trustees, mortgagees, investors, employees and agents (each, an "**Indemnified Party**" and collectively, "**Indemnified Parties**") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by (i) the operations or activities of Grantee or its employees, contractors, subcontractors, consultants or agents on the Grantor Parcel, or (ii) any breach of this Agreement by Grantee. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities suffered by Grantor to the extent caused by the gross negligence or willful misconduct of Grantor.

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**1.3. Indemnification by Grantor.** Grantor shall indemnify, defend and hold harmless Grantee and its members, managers, shareholders, directors, successors, assigns, personal representatives, trustees, mortgagees, investors, employees and agents (each, an “**Indemnified Party**” and collectively, “**Indemnified Parties**”) against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys’ fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by (i) the operations or activities of Grantor or its employees, contractors, subcontractors, consultants or agents on the Grantor Parcel or (ii) any breach of this Agreement by Grantor. Notwithstanding the foregoing, excepted from this Section 1.3 are those losses, damages, claims, expenses, and other liabilities arising from the mere presence of the Utility Facilities so long as the same is replaced, supplemented, or otherwise modified in compliance with Section 1.1. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities suffered by Grantee to the extent caused by the gross negligence or willful misconduct of Grantee.

## ARTICLE II

### NOTICES

All notice and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served (a) upon delivery or refusal of delivery delivered in person or by nationally recognized overnight courier service or (b) four (4) days after deposit in the U.S. Mail if sent postage prepaid by U.S. registered or certified mail, return receipt requested, in each case addressed as follows:

- |     |                 |   |
|-----|-----------------|---|
| (a) | If to Grantor:  | L3 932 W Randolph LLC<br>550 West Adams, Suite 100<br>Chicago, IL 60661<br>Attention: Whitney Robinette   |
|     | With a copy to: | Nixon Peabody LLP<br>70 West Madison, Suite 3500<br>Chicago, Illinois 60602<br>Attn: Kristopher J. Stark  |
| (B) | If to Grantee:  | Chicago Title Land Trust Company<br>10 S. LaSalle St. Ste. 2750<br>Chicago, IL 60603<br>Attn: Kelli Beyer |
|     | With a copy to: | Lattas Law<br>3660 West Irving Park Rd. Flr 2.<br>Chicago, IL 60018<br>Attention: George Lattas           |

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Either party may change the name of the person or address to which notices and other communications are to be given by so notifying the other party.

## ARTICLE III

### GENERAL PROVISIONS.

**3.1 Recitals and Exhibits Incorporated.** The Recitals to this Agreement set forth above, and the definitions of terms provided in such Recitals, and all Exhibits referred to herein and attached hereto, are incorporated hereby by this reference and made a part of this Agreement for all purposes.

**3.2. Severability.** If any term of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

**3.3. Enforcement.** In the event of a default by any party of any covenant or agreement to be kept or performed by such party under the terms of this Agreement, the other party shall have any and all remedies available to it at law or in equity to seek damages resulting from such breach or to seek specific performance or other equitable relief to cause such party to perform any obligation hereunder; provided, however, that the provisions of this section shall not serve to alter the right of any party to any specific form of relief which may be provided elsewhere in this Agreement.

**3.4. Covenants Running with the Land.** All provisions of this Agreement, including the benefits and burdens set forth therein, shall run with the land and shall be binding upon and shall inure to the benefit of the successors and assigns of the parties thereto.

**3.5 No Dedication for Public Use.** Nothing contained herein shall be deemed a gift or dedication of all or any portion of the Grantor Parcel for the general public, or for any public use or purpose whatsoever.

**3.6 Exculpation.** It is understood and agreed expressly by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements made herein on the part of a party, while in form purporting to be the covenants, undertakings and agreements of such party, are nevertheless each and every one of them made and intended, not as personal covenants, undertakings and agreements by such party or for the purpose or with the intention of binding such party personally, but are made and intended for the purpose only of subjecting such party's interest in the Grantor Parcel or the Grantee Parcel, as the case may be, to the terms of this Agreement and for no other purpose whatsoever, and in case of default hereunder by a party, non-defaulting party shall look solely to the interests of such defaulting party in Grantor Parcel or the Grantee Parcel, as the case may be. Neither party shall have any personal liability whatsoever to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, contained herein; and no

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personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against, any party, individually or personally, on account of any covenant, undertaking or agreement of such party in this Agreement contained, either express or implied, all such personal liability, if any, being expressly waived and released by the non-defaulting party and by all persons claiming by, through or under such non-defaulting party.

**3.7. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original.

**3.8. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Grantee and its tenants, invitees, employees, contractors or agents (the "**Grantee Parties**") shall comply with all Laws relating to the Easement Area and the Grantee Parties' use thereof and shall not perform or permit any action which shall cause the Grantor Parcel to be in violation of any Law. "**Law**" or "**Laws**" shall mean all federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedents in the state in which the real property is located, and decisions of federal courts applying the Laws of such state, at the time in question.

**3.9. Waiver of Jury Trial. IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, EACH OF GRANTOR AND GRANTEE HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER AND ANY RIGHTS TO A TRIAL BY JURY UNDER ANY STATUTE, RULE OF LAW OR PUBLIC POLICY IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE EASEMENT AREA.**

{Balance of Page Intentionally Blank; Signature Page Follows}

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

**GRANTOR:**

**L3 932 W RANDOLPH LLC**, a Delaware limited liability company

By: **ARS L3 RE HOLDINGS, LLC**, a Delaware limited liability company, its sole member

By: **PUR HOLDINGS, LLC**, a Delaware limited liability company, its sole member

By:   
Name: Timothy Phark  
Title: Authorized Signatory

**GRANTEE:**

**CHICAGO TITLE LAND TRUST COMPANY,  
AS SUCCESSOR TRUSTEE TO LASALLE  
NATIONAL BANK ASSOCIATION,  
AS TRUSTEE UNDER TRUST AGREEMENT  
DATED NOVEMBER 22, 2002 AND KOWN AS  
TRUST NUMBER 130505**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

### GRANTOR:

L3 932 W RANDOLPH LLC, a Delaware limited liability company

By: ARS L3 RE HOLDINGS, LLC, a Delaware limited liability company, its sole member

By: PUR HOLDINGS, LLC, a Delaware limited liability company, its sole member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signatory

### GRANTEE:

CHICAGO TITLE LAND TRUST COMPANY,  
AS SUCCESSOR TRUSTEE TO LASALLE  
NATIONAL BANK ASSOCIATION,  
AS TRUSTEE UNDER TRUST AGREEMENT  
DATED NOVEMBER 22, 2002 AND KOWN AS  
TRUST NUMBER 130505

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

By: *[Signature]*

Name: REN S. O'REILLY

Its: ASSISTANT VICE PRESIDENT



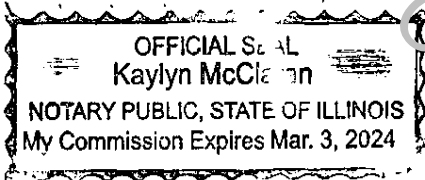
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## ACKNOWLEDGEMENT OF GRANTOR

STATE OF ILLINOIS     )  
   ) SS.  
 COUNTY OF COOK         )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Timothy Pham, the Authorized Signatory of PUR HOLDINGS, LLC, a Delaware limited liability company, the Manager of ARS L3 RE Holdings, LLC, a Delaware limited liability company, the sole member of L3 932 W RANDOLPH LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4<sup>th</sup> day of March, 2022.



Kaylyn McClellan  
 Notary Public

My Commission Expires: 3-3-2024





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## EXHIBIT A Legal descriptions of Grantor Parcel

LOTS 12, 17 AND 18 (EXCEPT FROM SAID LOT 17 AND 18 THE SOUTH 35 FEET THEREOF) IN BLOCK 33 IN CARPENTERS ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PROPERTY ADDRESS:

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Chicago, Illinois 60607

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## EXHIBIT B Legal description of Grantee Parcel

LOT ELEVEN IN BLOCK THIRTY-THREE IN CARPENTER'S ADDITION TO CHICAGO IN SECTION EIGHT, TOWNSHIP THIRTY-NINE NORTH, RANGE FOURTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PROPERTY ADDRESS:

162 North Sangamon Street  
Chicago, Illinois 60607

### PERMANENT INDEX NUMBER:

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### EASEMENT AREA:

THE NORTH 5 FEET OF LOT 12, IN BLOCK 33 IN CARPENTERS ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT C Depiction of Easement Area

[See Attached]

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  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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

