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Doc#: 2229801042 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 10/25/2022 09:58 AM Pg: 1 of 13

This Instrument Prepared
By and After Recording

Return to:

Adam M. Law, Esq.
TAFT STETTINIUS &
HOLLISTER LLP
111 East Wacker Drive,
Suite 2800
Chicago, Illinois 60601

CROSS-ACCESS EASEMENT AGREEMENT

THIS CROSS-ACCESS EASEMENT AGREEMENT ("**Agreement**") is made as of October 24, 2022, by and between ELIZABETH STREET PARTNERS, LLC, an Illinois limited liability company ("**North Parcel Owner**") and 300 N. OAKLEY, LLC, a Delaware limited liability company ("**South Parcel Owner**").

RECITALS

A. North Parcel Owner is the owner of all of that certain land in Cook County, Illinois, described on Exhibit A ("**North Parcel**") and South Parcel Owner is the owner of all that certain land in Cook County, Illinois, described on Exhibit B ("**South Parcel**"). The North Parcel and South Parcel abut one another as shown on Exhibit C.

B. North Parcel Owner and South Parcel Owner have agreed to enter into a cross-access easement agreement: (i) to grant to and for the benefit of the North Parcel a non-exclusive perpetual easement appurtenant to the North Parcel for vehicular and pedestrian ingress and egress over, across and through the roadways, driveways, parking lots and sidewalks from time to time located on the South Parcel; and (ii) to grant to and for the benefit of the South Parcel a non-exclusive perpetual easement appurtenant to the South Parcel for vehicular and pedestrian ingress and egress over, across and through the roadways, driveways, parking lots and sidewalks from time to time located on the North Parcel.

NOW, THEREFORE, IN CONSIDERATION of the recitals, the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals to this Agreement are hereby incorporated by reference herein and shall be deemed to be a part of this Agreement.

2. **Grant of Easements.** Subject to the provisions of this Agreement, North Parcel Owner hereby grants to South Parcel Owner, its successors and assigns, forever, as an easement appurtenant to the South Parcel, a perpetual non-exclusive easement, over, across, and upon the roadways, driveways, parking lots, and sidewalks as located from time to time on North Parcel,

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including the existing curb cut and apron providing access from the North Parcel to the public roadway commonly known as North Oakley Blvd. ("**Oakley Blvd.**"), for the purpose of ingress and egress of vehicular and pedestrian traffic to and from the South Parcel from and to Oakley Blvd, loading, unloading, and providing space for vehicles to turn around. Subject to the provisions of this Agreement, South Parcel Owner hereby grants to North Parcel Owner, its successors and assigns, forever, as an easement appurtenant to the South Parcel, a perpetual non-exclusive easement over, across, and upon the roadways, driveways, parking lots, and sidewalks as located from time to time on South Parcel, including the existing curb cut and apron providing access from the South Parcel to Oakley Blvd., for the purpose of ingress and egress of vehicular and pedestrian traffic to and from the North Parcel from and to Oakley Blvd, loading, unloading, and providing space for vehicles to turn around. The current location of the roadways, driveways, parking lots, sidewalks and curb cuts are depicted on Exhibit C.

3. **Covenants.** North Parcel Owner and South Parcel Owner mutually agree and covenant as follows: (i) neither North Parcel Owner nor South Parcel Owner shall construct, erect or maintain, any fence, wall or barrier which shall prevent the use of any of the easements granted herein or the free access and movement between and across the North Parcel and the South Parcel, except for the installation traffic control improvements as may be necessary or desirable; provided, however, (a) South Parcel Owner agrees to keep the gate to the easement area closed and locked at all times when not in use; and (ii) that nothing herein shall prohibit North Parcel Owner or South Parcel Owner, as the case may be, from temporarily suspending, and each party hereto reserves the right to close-off, the right of access and use of the easements granted hereunder for such reasonable periods of time for any maintenance or repair work, reconfiguration of any road, driveway, or sidewalk, the installation of underground utilities or to prevent the public dedication of any portion of a parcel, and (ii) North Parcel Owner shall not have the right to park vehicles on the South Parcel and South Parcel Owner shall not have the right to park vehicles on the North Parcel.

4. **Maintenance Obligations.** North Parcel Owner, at its sole cost and expense, shall maintain and repair the roadway, driveway and sidewalk improvements located on the North Parcel as necessary to keep the same in good condition. South Parcel Owner, at its sole cost and expense, shall maintain and repair the roadway, driveway and sidewalk improvements located on the South Parcel as necessary to keep the same in good condition.

5. **Indemnities.** The North Parcel Owner shall indemnify and hold harmless the South Parcel Owner, its affiliates, parents, subsidiaries, directors, trustees, beneficiaries, officers, employees, partners, members, shareholders, agents, tenants, contactors and mortgagees, and each of their respective successors and assigns, from and against all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from the North Parcel Owner's negligent use of the South Parcel, except for any such liability, loss, damage, costs and expenses arising in whole or in part from the acts of the South Parcel Owner or its agents or the acts of other parties who have been granted any easement by the South Parcel Owner, upon, over and across the South Parcel. The South Parcel Owner shall indemnify and hold harmless the North Parcel Owner, its affiliates, parents, subsidiaries, directors, trustees, beneficiaries, officers, employees, partners, members, shareholders, agents, tenants, contactors and mortgagees, and each of their respective successors and assigns, from and against any and all liability, loss, damage, costs and expenses (including

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resulting from the South Parcel Owner's negligent use of the North Parcel, except for any such liability, loss, damage, costs and expenses arising in whole or in part from the acts of the North Parcel Owner or its agents or the acts of other parties who have been granted any easement by the North Parcel Owner upon, over and across the West Parcel.

6. **Separation of the South Parcel.** If the South Parcel is hereafter divided into two (2) or more parts by separation of ownership, each party owning a part thereof shall enjoy the benefit of the easements granted to the South Parcel Owner herein.

7. **Separation of the North Parcel.** If the North Parcel is hereafter divided into two (2) or more parts by separation of ownership, each party owning a part thereof shall enjoy the benefit of the easements granted to the North Parcel Owner herein.

8. **Covenants running with the Land.** All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

9. **Transfer of Ownership.** Whenever a transfer of ownership of either parcel or any portion thereof occurs, the liability of the transferor for any breach of covenant occurring thereafter shall automatically terminate with respect to such transferor for the parcel or portion thereof being transferred. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land to the owner of the parcel or portion thereof being transferred.

10. **No Dedication.** This Agreement and the easements granted herein shall not be construed as a dedication or gift of any portion of the North Parcel or the South Parcel for public use. Nothing contained herein is intended to create nor shall it be construed as creating any rights hereunder in any third party or in or for the benefit of the general public.

11. **No Waiver.** The failure of either party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

12. **Rule Against Perpetuities.** If any of the easements or rights created by this Agreement shall be unlawful, void or voidable for violation of the rule against perpetuities, then the provision shall continue until twenty-one (21) years after the death of the survivor of the now living descendants of Joseph Biden.

13. **Enforcement.** In the event of a default or breach of this Agreement, which default or breach is not cured within ten (10) days after notice, the non-defaulting owner shall be entitled to recover from the defaulting owner damages for such breach, including, but not limited to, all costs and attorney's fees, as well as to seek specific performance, injunctive relief and any other remedy available for enforcement of restrictive covenants.

14. **Limitation of Liability.** Notwithstanding anything to the contrary contained in this Agreement, no recourse under or upon any obligation, representation, warranty, promise or

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other matter whatsoever under or with respect to this Agreement shall be had against any of the direct or indirect constituent members or partners of any owner, and each owner hereby expressly waives and releases, on behalf of itself and its successors and assigns, all right to assert any liability whatsoever under or with respect to this Agreement against, or to satisfy any claim or obligation arising thereunder against, any of such members or partners or out of any of their assets.

15. **Modifications.** This Agreement may not be amended except by an instrument in writing signed by the then owners of the North Parcel and South Parcel and recorded with the Recorder of Deeds of Cook County, Illinois.

16. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Illinois.

17. **Section Headings.** The titles to the sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

18. **Counterparts.** This Agreement may be executed in counterparts, and all such counterparts shall constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatories to the same counterpart.

19. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the rights granted herein and subject matter hereof.

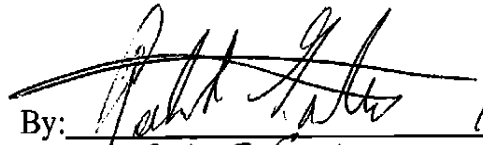
[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

NORTH PARCEL OWNER:


ELIZABETH STREET PARTNERS, LLC,
an Illinois limited liability company

By:  principal
 Name: Robert Galant
 Title: Principal

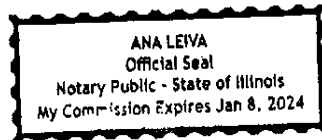
STATE OF Illinois)
) ss
 COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert Galant, the Principal of Elizabeth Street Partners, LLC, an Illinois limited liability company acting in its capacity as the Principal of Elizabeth Street Partners, LLC, whose name is signed on the above writing, has acknowledged the same before me in my State and County aforesaid, that his signature affixed hereto is pursuant to due and proper authority heretofore had.

Given under my hand and seal this 21 day of October, 2022.


 Notary Public

My Commission Expires: 1/08/2024



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LIST OF EXHIBITS

Exhibit "A" – Legal Description of the North Parcel

Exhibit "B" – Legal Description of the South Parcel

Exhibit "C" – Depiction of Location of Easements and Curb Cuts

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EXHIBIT A

LEGAL DESCRIPTION OF NORTH PARCEL

PARCEL A:

PARCEL 1:

LOTS 8 (EXCEPT THE NORTH 11 FEET THEREOF), 9, 10, 11 AND 12 IN ISAAC R. DILLER'S SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE VACATED PORTION OF THE NORTH AND SOUTH ALLEY BETWEEN CLAREMONT AVENUE AND OAKLEY AVENUE AND KINZIE STREET AND FULTON STREET BOUNDED ON THE EAST BY THE WEST LINES OF LOTS 8 (EXCEPT THE NORTH 11 FEET THEREOF), 9, 10 AND 11, AND BOUNDED ON THE WEST BY THE EAST LINE OF LOTS 30 (EXCEPT THE NORTH 11 FEET), 31, 32 AND 33

PARCEL 3:

THE EAST 1/2 OF THAT PART OF SAID VACATED NORTH SOUTH ALLEY (DESCRIBED IN THE DESCRIPTION OF PARCEL 2) LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 12 PARCEL 4; THE WEST 1/2 OF THAT PART OF SAID VACATED NORTH SOUTH ALLEY (DESCRIBED IN THE DESCRIPTION OF PARCEL 2) LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 34 ALL BEING IN ISAAC R. DILLER'S SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL B:

PARCEL 1:

THE SOUTH 4 1/2 FEET OF LOT 3, ALL OF LOTS 4 TO 7 BOTH INCLUSIVE, THE NORTH 11 FEET OF LOT 8 ALL OF LOTS 31 TO 43 BOTH INCLUSIVE AND THE SOUTH 4 1/2 FEET OF LOT 44 IN ISAAC R. DILLER'S SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 30 (EXCEPT THE SOUTH 33 FEET THEREOF) IN THE RESUBDIVISION OF LOTS 17 TO 30 AND LOTS 43 TO 79 IN ISAAC R. DILLER'S SUBDIVISION AFORESAID OF BLOCK 40 IN CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE VACATED NORTH AND SOUTH ALLEY BETWEEN CLAREMONT AVENUE AND OAKLEY AVENUE AND KINZIE STREET AND FULTON STREET BOUNDED ON THE EAST BY THE WEST LINES OF THE SOUTH 4 1/2 FEET OF LOT 3, ALL OF LOTS 4 TO 7 AND THE NORTH 11 FEET OF LOT 8 AND ON THE WEST BY THE EAST LINE OF THE NORTH 11 FEET OF LOT 30, ALL OF LOTS 40 TO 43 AND THE SOUTH 4 1/2 FEET OF LOT 44 ALL IN ISAAC R. DILLER'S SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Common Address: 340 North Oakley and 333-340 North Claremont Avenue, Chicago, Illinois

Tax Parcel ID No.: 17-07-301-050-0000 & 17-07-301-051-0000

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EXHIBIT B

LEGAL DESCRIPTION OF SOUTH PARCEL

PARCEL 1:

LOTS 13 TO 16, BOTH INCLUSIVE, IN I. R. DILLER'S SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 17 (EXCEPTING THEREFROM THAT PART OF THE SOUTH 33 FEET OF SAID LOT LYING WEST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 22) IN THE RESUBDIVISION OF LOTS 17 TO 30 AND LOTS 63 TO 76 OF I. R. DILLER'S SUBDIVISION IN BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTH AND SOUTH 18-FOOT VACATED ALLEY LYING SOUTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 13 IN I. R. DILLER'S SUBDIVISION AFORESAID AND LYING NORTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 33 FEET OF LOT 17 IN THE RESUBDIVISION OF LOTS 17 TO 30 AND LOTS 63 TO 76 OF I. R. DILLER'S SUBDIVISION IN BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 1 THROUGH 6 AND THE PRIVATE ALLEY LYING NORTH OF AND ADJOINING LOTS 3, 4 AND 5 IN THE SUBDIVISION OF LOTS 19, 20, AND 21; TOGETHER WITH THAT PART OF THE EAST AND WEST 15-FOOT VACATED ALLEY LYING NORTH OF AND ADJOINING SAID LOTS IN THE RESUBDIVISION OF LOTS 17 TO 30 AND LOTS 63 TO 76 OF I. R. DILLER'S SUBDIVISION IN BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 5:

LOT 22 TOGETHER WITH THAT PART OF THE EAST AND WEST 15-FOOT VACATED ALLEY LYING NORTH OF AND ADJOINING SAID LOT IN THE RESUBDIVISION OF LOTS 17 TO 30 AND LOTS 63 TO 76 OF I. R. DILLER'S SUBDIVISION IN BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

300 N. Oakley Blvd.

Chicago, IL 60612

PERMANENT TAX IDENTIFICATION NUMBER(S):

17-07-301-048-0000

17-07-301-049-0000

17-07-301-052-0000

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EXHIBIT C

DEPICTION OF EASEMENTS AND CURB CUTS

(see attached)

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EASEMENT EXHIBIT

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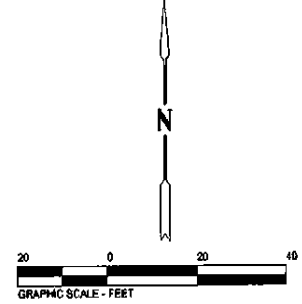
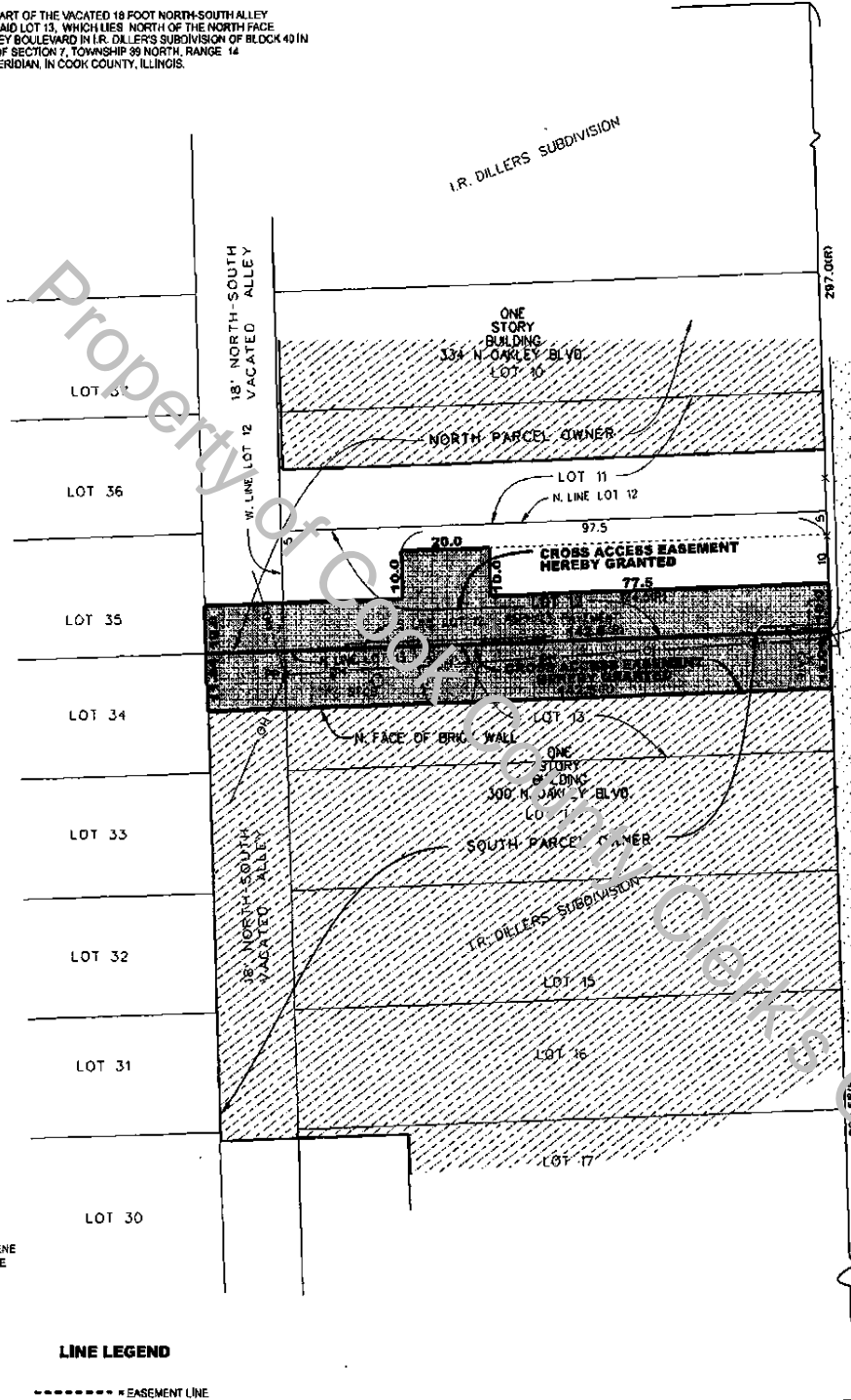
CROSS ACCESS EASEMENT OVER NORTH PARCEL OWNER

THE SOUTH 10 FEET OF LOT 12 AND THE NORTH 10 FEET OF THE SOUTH 20 FEET OF THE WEST 20 FEET OF THE EAST 97.5 FEET OF LOT 12 AND THE SOUTH 10 FEET OF THE VACATED 18 FOOT NORTH-SOUTH ALLEY LYING WEST OF AND ADJOINING LOT 12 IN I.R. DILLERS' SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CROSS ACCESS EASEMENT OVER SOUTH PARCEL OWNER

THAT PART OF LOT 13 AND THAT PART OF THE VACATED 18 FOOT NORTH-SOUTH ALLEY LYING WEST OF AND ADJOINING SAID LOT 13, WHICH LIES NORTH OF THE NORTH FACE OF THE BRICK WALL OF 300 OAKLEY BOULEVARD IN I.R. DILLERS' SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CHICAGO AND N.W. RAILROAD



ABBREVIATIONS

- HDPE = HIGH-DENSITY POLYETHYLENE
- RCP = REINFORCED CONCRETE PIPE
- PVC = POLYVINYLCHLORIDE PIPE
- CMP = CORRUGATED METAL PIPE
- VCP = VITRIFIED CLAY PIPE
- INV = INVERT
- TO = TOP OF CURB
- FL = FLOW LINE
- FE = FLOOR ELEVATION
- TF = TOP OF FOUNDATION
- CHB = CHORD BEARING
- DIP = DUCTILE IRON PIPE
- RRS = RAILROAD SPIKE
- POB = POINT OF BEGINNING
- WW = WINDOW WELL
- BC = BUILDING CORNER
- STCB = STORM CATCH BASIN
- PP = POWER POLE

LINE LEGEND

- = EASEMENT LINE
- = LOT LINE

W. FULTON ST.

REV.	DATE	DESCRIPTION	BY	
1	6-17-22	REVISED PER CLIENT REVIEW	JCV	EASEMENT EXHIBIT
2	9-12-2022	REVISED PER CLIENT REVIEW	JCV	
<p>LOCATION 300 N. OAKLEY BOULEVARD CHICAGO, ILLINOIS</p>				
<p>PREPARED FOR: DIAMOND REALTY HOLDINGS 615 N. MILWAUKEE AVENUE, SUITE 301 CHICAGO, ILLINOIS 60642</p>				
<p>WEBSTER, McGRATH & AHLBERG LTD. WMA LAND SURVEYING - CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE <i>Over a Century of Service to our Clients</i> 2100 Manchester Road, Suite 203 #Peoria, Illinois 61617 PH: 609.665.7623 FAX: 609.665.7624 http://www.wmaillc.com Doris@wmaillc.com 184-0311</p>				
JOB #	44508	DATE:	8/15/2022	SCALE
SURV:	GA	DRAWN:	GA/JCV	DESIGN:
FILE #	Cook Co. 7-33-14 Esmt.	SHEET #		1 of 1