



COST SHARING AGREEMENT

Doc# 2322834025 Fee \$88.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/16/2023 11:55 AM PG: 1 OF 8

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN

TO:

KOVITZ SHIFRIN NESBIT
175 NORTH ARCHER AVENUE
MUNDELEIN, ILLINOIS 60060

This Cost Sharing Agreement, (the "Agreement") is entered into this 18th day of July, 2023 by and between the 1315 North Western Condominium Association, an Illinois not-for-profit corporation (the "Association"); and Jamax Construction, Inc., an Illinois corporation ("Jamax"), an Illinois limited liability company.

WHEREAS, the Association administers the real estate designated as "Common Elements" under that certain Declaration of Condominium Ownership of 1315 North Western Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 30, 2010 as Document Number 1012018085 and legally described in Exhibit A attached hereto;

WHEREAS, Jamax is the initial Developer of the Association, and the current owner of record for the existing unit located on the first floor and commonly known as 1315 N. Western, Unit 1, Chicago, Illinois and legally described in Exhibit B attached hereto (hereinafter the "Unit");

WHEREAS, the parties to this Agreement desire to enter into a cost-sharing agreement whereby the Association will provide certain common services benefitting the parties to this Agreement, and the Jamax or any other unit owner of record will pay the for those services.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

- 1. Services:** The Association shall arrange and pay for water, waste removal services; pest control services; snow/ice removal services; lighting, landscaping services, insurance, and all other charges related to the common area maintenance of the Association, and
- 2. Periodic Payments.** Jamax, or any other owner of the Unit, shall tender monthly payments to the Association in the amount of one hundred thirty dollars \$130.00. Said payments are due on the first (1st) of each respective month and considered late if tendered after the tenth (10th) day of any respective month. Said payments are being made for the Unit's share of the common area maintenance charges.
- 3. Annual Recalculation:** The parties to this Agreement, and any other future owner of the Unit, acknowledge and agree that the payments set forth in Section 2 above are

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amounts shall be included any judgment rendered in such action; (iii) the Association may record a lien against the party's real estate for any amount due under this Agreement together with interest, court costs and reasonable attorneys' fees for such lien, and (iv) move forward with a complaint to foreclose its lien.

- 6. Amendment.** This Agreement may only be amended by a written instrument signed by each party hereto (or by the written agreement of any future Unit owner and the Association) and recorded in the Office of the Recorder of Deeds of Cook County, Illinois.
- 7. Governing Law.** This Agreement shall be governed by Illinois law and any disputes related to this Agreement shall be resolved by litigation in the Circuit Court of Cook County, Illinois. The prevailing party in any such action shall be entitled to a court-order requiring the non-prevailing party to reimburse the prevailing party for its court costs and reasonable attorney's fees.
- 8. Binding Effect.** The provisions and covenants contained in this Agreement shall run with and bind all of the real estate legally described in Exhibits A and B attached hereto and shall inure to the benefit of all parties to this Agreement and their respective successors and assigns.
- 9. Perpetuities and other Invalidity.** If any of the provisions contained in this Agreement would otherwise be unlawful or void for violation of the rule against perpetuities or some analogous statutory provisions or any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the living lawful descendants of Joseph Biden, the President of the United States, at the time of recording of this Agreement.
- 10. Severability.** Invalidation of all or any portion of the provisions of this Agreement shall not affect any other provisions of this Agreement which shall remain in full force and effect.
- 11. Additional Payment.** In further consideration of the above, Jamax shall pay the Association eight thousand dollars (\$8,000.00) prior to recording this agreement for payment of all past due amounts owed to the Association.
- 12. Utilities.** The Unit owner will take steps to separately meter the Unit's utilities servicing the Unit solely, within thirty (30) days of the date of recording of this document and shall provide such proof to the Association president or secretary. Until such time as the utilities are separately metered for the Unit and the Association, the Unit owner shall pay the Association and amount for its share of the utilities, equal to difference between the last twelve (12) month average of utility costs prior to recording of this agreement, and the then current utility charges.

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IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 22 day of July, 2023 :

1315 North Western Condominium Association

By: Ellen Um, Secretary / [Signature]

Its:

STATE OF ILLINOIS)

) SS

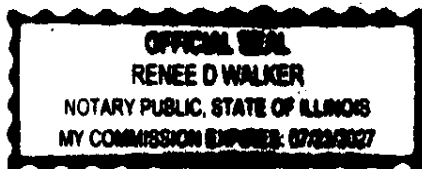
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Ellen Um 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 he/she signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 22 day of July, 2023.

Renee D. Walker

NOTARY PUBLIC



SEAL

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EXHIBIT A LEGAL DESCRIPTION OF THE CONDOMINIUM PROPERTY

UNITS NUMBER 2, 3 AND 4 IN THE 1315 NORTH WESTERN CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

LOT 32 IN WATSON'S SUBDIVISION OF BLOCK 12 IN WATSON, TOWER AND DAVIS' SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID LOT 32 LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 6 AFORESAID CONVEYED TO CITY OF CHICAGO FOR WIDENING WESTERN AVENUE, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 1012018086, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF LOT 32 IN WATSON'S SUBDIVISION OF BLOCK 12 IN WATSON, TOWER AND DAVIS' SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID LOT 32 LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 6 AFORESAID CONVEYED TO CITY OF CHICAGO FOR WIDENING WESTERN AVENUE, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 32; THENCE N 0°0'0" E, AN ASSUMED BEARING ALONG THE WEST LINE OF SAID LOT 32, A DISTANCE OF 3.35 FEET; THENCE N 90°0'0" E, A DISTANCE OF 6.60 FEET; THENCE N 0°0'0" E, A DISTANCE OF 1.80 FEET; THENCE N 90°0'0" E, A DISTANCE OF 0.83 FEET TO THE POINT OF BEGINNING; THENCE N 90°0'0" E, A DISTANCE OF 9.15 FEET; THENCE N 45°0'0" E, A DISTANCE OF 0.49 FEET; THENCE N 90°0'0" E, A DISTANCE OF 7.10 FEET; THENCE N 0°0'0" E, A DISTANCE OF 0.45 FEET; THENCE N 90°0'0" E, A DISTANCE OF 1.45 FEET; THENCE S 0°0'0" E, A DISTANCE OF 0.45 FEET; THENCE N 90°0'0" E, A DISTANCE OF 20.00 FEET; THENCE S 0°0'0" E, A DISTANCE OF 0.45 FEET; THENCE N 90°0'0" E, A DISTANCE OF 15.91 FEET; THENCE N 0°0'0" E, A DISTANCE OF 17.40 FEET; THENCE S 90°0'0" W, A DISTANCE OF 12.90 FEET; THENCE S 0°0'0" E, A DISTANCE OF 7.90 FEET; THENCE S 90°0'0" W, A DISTANCE OF 10.60 FEET; THENCE N 0°0'0" E, A DISTANCE OF 7.90 FEET; THENCE S 90°0'0" W, A DISTANCE OF 30.40 FEET; THENCE S 0°0'0" E, A DISTANCE OF 6.95 FEET; THENCE S 43°23'15" W, A DISTANCE OF 4.30 FEET; THENCE S 0°0'0" E, A DISTANCE OF 4.45 FEET; THENCE S 46°16'15" E, A DISTANCE OF 4.01 FEET TO THE POINT OF BEGINNING LYING ABOVE A HORIZONTAL PLANE AT ELEVATION 13.65 FEET AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION 21.75 FEET (CHICAGO CITY DATUM).

PARCEL 2:

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THE EXCLUSIVE RIGHT TO USE PARKING SPACE NUMBER P-1, P-2 AND P-3 AND STORAGE SPACE NUMBER S-1, S-2 AND S-3, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID AS DOCUMENT NUMBER 1012018086.

P.I.Ns: 17-06-114-061-1001, 17-06-114-061-1002 and 17-06-114-061-1003

Commonly Known As: 1315 N. Western Avenue, Units 2, 3 and 4, Chicago, IL 60622

Property of Cook County Clerk's Office

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EXHIBIT B
COMMERCIAL SPACE COMMONLY KNOWN AS
1315 N. WESTERN AVE. #1, CHICAGO, IL 60622

THAT PART OF LOT 32 IN WATSON'S SUBDIVISION OF BLOCK 12 IN WATSON, TOWER AND DAVIS' SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID LOT 32 LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 6 AFORESAID CONVEYED TO CITY OF CHICAGO FOR WIDENING WESTERN AVENUE, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 32; THENCE N 0 DEGREES 0'0" E AN ASSUMED BEARING ALONG THE WEST LINE OF SAID LOT 32, A DISTANCE OF 3.33 FEET; THENCE N 90 DEGREES 0'0" E, A DISTANCE OF 6.60 FEET; THENCE N 0 DEGREES 0'0" E, A DISTANCE OF 1.80 FEET; THENCE N 90 DEGREES 0'0" E, A DISTANCE OF 0.53 FEET TO THE POINT OF BEGINNING; THENCE N 90 DEGREES 0'0" E, A DISTANCE OF 9.15 FEET; THENCE N 45 DEGREES 0'0" E, A DISTANCE OF 0.49 FEET; THENCE N 90 DEGREES 0'0" E, A DISTANCE OF 7.10 FEET; THENCE N 0 DEGREES 0'0" E, A DISTANCE OF 0.45 FEET; THENCE N 90 DEGREES 0'0" E, A DISTANCE OF 1.45 FEET; THENCE S 0 DEGREES 0'0" E, A DISTANCE OF 0.45 FEET; THENCE N 90 DEGREES 0'0" E, A DISTANCE OF 20.00 FEET; THENCE S 0 DEGREES 0'0" E, A DISTANCE OF 0.45 FEET; THENCE N 90 DEGREES 0'0" E, A DISTANCE OF 15.91 FEET; THENCE N 0 DEGREES 0'0" E, A DISTANCE OF 17.40 FEET; THENCE S 90 DEGREES 0'0" W, A DISTANCE OF 12.90 FEET; THENCE S 0 DEGREES 0'0" E, A DISTANCE OF 7.90 FEET; THENCE S 90 DEGREES 0'0" W, A DISTANCE OF 10.60 FEET; THENCE N 0 DEGREES 0'0" E, A DISTANCE OF 7.90 FEET; THENCE S 90 DEGREES 0'0" W, A DISTANCE OF 30.40 FEET; THENCE S 0 DEGREES 0'0" E, A DISTANCE OF 6.95 FEET; THENCE S 43 DEGREES 23'15" W, A DISTANCE OF 4.30 FEET; THENCE S 0 DEGREES 0'0" E, A DISTANCE OF 4.45 FEET; THENCE S 46 DEGREES 16'15" E, A DISTANCE OF 4.01 FEET TO THE POINT OF BEGINNING LYING ABOVE A HORIZONTAL PLANE AT ELEVATION 13.65 FEET AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION 21.75 FEET (CHICAGO CITY DATUM), IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-06-114-060-0000

Commonly known as: 1315 N. Western Ave. #1, Chicago, IL 60622