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(Above space for recording information)

THIS INSTRUMENT PREPARED BY:)

John T. Huntington

Keck, Mahin & Cate

Suite 1000

One MidAmerica Plaza

AFTER RECORDING, MAIL TO:)

Oakbrook Terrace, Illinois 60181

DECLARATION OF EASEMENT AND RESTRICTIONS

H/50

THIS DECLARATION made this 10th day of February, 1994

by APPLETON ELECTRIC COMPANY, a Delaware corporation duly qualified to transact business and own real property in the State of Illinois, having an address at 1701 West Wellington Avenue, Chicago, Illinois 60657-4097, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the legal title holder of the real estate described on Exhibit A attached hereto and made a part hereof (the "Appleton Parcel"); and

WHEREAS, Declarant is the legal title holder of the real estate described on Exhibit B attached hereto and made a part hereof (the "Columbia Parcel"); and

WHEREAS, pursuant to that certain Real Estate Sale Contract ("Contract"), dated as of November 23, 1993, between the Declarant, as Seller, and Columbia Graphics Corporation, an Illinois corporation, ("Columbia"), as Purchaser, the Declarant has agreed to sell and cause to be conveyed and Columbia has agreed to purchase the Columbia Parcel, consisting of approximately 5.21 acres, on which is located a one-story office/warehouse facility, and related paved parking areas; and

WHEREAS, the Appleton Parcel and portions of the Columbia Parcel are served by a common storm water sewer system lying on the Columbia Parcel, installed and constructed, and to be operated, maintained, repaired, altered and replaced, for the purpose of

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COOK COUNTY RECORDER

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storm water drainage on, over, across, under and through that portion of the Columbia Parcel described on Exhibit C attached hereto and made a part hereof (the "Easement Area"); and

WHEREAS, in order to provide for the common storm water sewer system, the Contract requires that the Declarant as the current owner of the Appleton Parcel grant to the Columbia Owner (as hereinafter defined) certain rights with respect to the Appleton Parcel, and reserve unto itself certain rights and easements in, over, under, along and with respect to the Easement Area.

AGREEMENT

NOW THEREFORE, for and in consideration of the foregoing recitals (which are incorporated herein as if fully set forth), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby declared as follows:

1. Additional Definitions.

A. "Commercial Owner" shall mean the Owner from time to time of the Appleton Parcel.

B. "Columbia Owner" shall mean the Owner from time to time of the Columbia Parcel.

C. "Owner" shall mean the Columbia Owner or the Commercial Owner, as the context shall require.

D. "Storm Sewer" shall mean the underground storm sewer, concrete inlets and related improvements constructed within the Easement Area for storm water runoff from the Appleton Parcel and the Columbia Parcel.

2. Easement in Favor of the Appleton Parcel.

Declarant does hereby declare, create and reserve a non-exclusive, perpetual easement on, over, across, under and through the Easement Area for the purpose of storm water drainage to serve the Appleton Parcel.

3. Maintenance of Easement Area.

The maintenance of the Easement Area shall be the obligation of the Columbia Owner. However, the costs of maintaining the Storm Sewer within the Easement Area shall be apportioned between the Commercial Owner and the Columbia Owner in

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the proportions hereinafter provided. For the purposes of such apportionment, the cost of maintaining the Storm Sewer shall not include the amount of real estate taxes attributable to the Easement Area nor the cost of maintaining or repairing parking surfaces installed within the Easement Area (except for maintenance and repair of such parking surfaces directly required as the result of the maintenance or repair of the Storm Sewer). For the purposes of the apportionment, it is declared that the Commercial Owner shall bear fifty percent (50%) of the maintenance costs and the Columbia Owner shall bear fifty percent (50%) of the maintenance cost; provided, however, that if any maintenance, repair or replacement to the Storm Sewer is necessitated by damage caused by an Owner or by any tenant, licensee, invitee, representative, agent, associate, affiliate, employee, contractor or subcontractor of such Owner, then such Owner shall be solely responsible for the cost of such maintenance, repair or replacement.

In the event the Columbia Owner fails to maintain the Storm Sewer within the Easement Area in good working order and condition, and if such failure has not been cured within fifteen (15) days after written notice thereof to the Columbia Owner, then the Commercial Owner shall have the right, but not the obligation, to perform all maintenance to the Storm Sewer as the Commercial Owner deems necessary in its reasonable discretion. In such event, all costs incurred in connection with such maintenance shall be apportioned and reimbursed as provided in this Section 3.

If, at any time, either Owner shall fail, within thirty (30) days after receipt of invoices or other evidence that reasonably reflects any sum of money due the other Owner pursuant to the provisions of this Declaration, to pay such Owner all such amounts due, then, in addition to any rights of subrogation such Owner may have by operation of law, such Owner also shall have a lien against the defaulting Owner's Parcel to secure the repayment of such sum of money and all interest accruing pursuant to the provisions of this Section.

Any such lien provided for in this Declaration shall

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arise immediately upon the recording of a notice thereof in the Office of the Recorder of Deeds of Cook County, Illinois by either Owner and may be enforced by a proceeding in equity to foreclose the same in like manner as in the case of foreclosure of a mortgage against real property or by any other remedy available at law or in equity. Any such lien provided for in this Section shall take precedence over any mortgage, trust deed or other encumbrance on the portion of the parcel owned by the defaulting Owner recorded after the recording of a notice of such lien as provided for hereby, but a mortgage, trust deed or other encumbrance encumbering that portion of the parcel owned by the defaulting Owner at the time of the recording of such notice of lien, as hereinabove provided, shall, to the extent of advances disbursed before the date of recording of such notice of lien and to the extent of obligatory advances made thereafter, be superior to such lien provided hereby. Such liens provided for hereby shall continue in full force and effect until such sum of money and interest are paid in full.

No conveyance or other divestiture of title shall in any way affect or diminish any lien arising pursuant to this Declaration, and any lien which would have arisen against any property pursuant to this Declaration had there been no conveyance or divestiture of title shall not be defeated or otherwise diminished or affected by reason of such conveyance or divestiture of title.

A mortgagee of all or any portion of the appropriate Parcel shall have the right to an assignment of any lien affecting said property subject to its mortgage upon payment of the amount secured by such lien. Such mortgagee may at any time give to the holder of the lien a written notice of its election to purchase the same. On a date not less than ten (10) and not more than thirty (30) days thereafter, the holder of the lien shall deliver to said mortgagee an instrument in recordable form assigning the lien, together with the debt secured thereby, upon payment of the full amount, including interest, secured by the lien.

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Whenever any Owner is obligated hereunder to pay a sum of money to any other Owner, interest shall accrue on such sum and shall be payable thereon from the date such sum first became due hereunder until paid at a per annum rate of interest equal to one per cent (1%) above the prime interest rate of The First National Bank of Chicago in effect from time to time.

4. Miscellaneous.

A. All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall inure to the benefit of and be binding upon the parties hereto and each subsequent holder of any interest in any portion of the Appleton Parcel or the Columbia Parcel and their respective grantees, heirs, successors, personal representatives and assigns. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements, rights, covenants, agreements, reservations, restrictions and conditions herein described shall be sufficient to create and reserve such easements, rights, covenants, agreements, reservations, restrictions and conditions to the respective grantees, mortgagees or trustees of such parcels as fully and completely as though said easements, rights, covenants, agreements, reservations, restrictions, restrictions and conditions were fully recited and set forth in their entirety in such documents.

B. Each grantee of any portion or interest in the Appleton Parcel or the Columbia Parcel shall be deemed, by the acceptance of a deed for same, to agree to perform each and every undertaking created hereunder attributable to that portion of the Appleton Parcel or Columbia Parcel in which such grantee has acquired an interest.

C. If any provision of this Declaration shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Declaration and this Declaration shall be construed as if said provision had been incorporated herein as so limited, or as if said provision had not been included herein, as

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the case may be.

D. Headings of Sections in this Declaration are for convenience of reference only, and shall not be construed as a part of this Declaration.

E. This Declaration shall be governed in all respects by the laws of the State of Illinois.

F. This Declaration may be amended, modified, restated or terminated only by a writing executed by all parties owning the Appleton Parcel and the Easement Area, except that the Commercial Owner may terminate the easement unilaterally by recording a release in recordable form with directions for delivery of the same to the Columbia Owner at the last address given pursuant hereto, whereupon all rights, duties and liabilities hereby created shall terminate. For convenience, such release instrument may run to the "owner or owners and parties interested" in the Easement Area. Any such instrument which amends, modifies, restates or terminates this Declaration shall be effective upon the filing of same for record in the Office of the Recorder of Deeds of Cook County, Illinois.

G. In the event the Commercial Owner is satisfied, in its sole discretion, that suitable alternative means of storm water drainage is available for the Appleton Parcel, then, at the written request of the Columbia Owner, the Commercial Owner agrees to release the easement provided for herein.

H. All notices, demands, elections or other instruments required, permitted or desired to be served hereunder shall be deemed to have been sufficiently served when delivered in person, or by overnight courier, or mailed by certified mail, return receipt requested, postage prepaid, addressed as stated below:

If directed to Commercial
Owner:

Appleton Electric Company
1701 W. Wellington Avenue
Chicago, Illinois 60657
Attn: President

And to:

Harold J. Lambolely Jr.
Vice President
Emerson Electric Co.
8000 W. Florissant
Mail Station 3800
St. Louis, Missouri
63136-8506

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If directed to Columbia
Owner:

Columbia Graphics Corporation
2640 N. Paulina Street
Chicago, Illinois 60614
Attn: President

or such other address or addresses as any party entitled to receive notices shall designate to the others in writing in the manner provided herein for serving of notices.

I. The rule of strict construction shall not apply to this grant. This grant shall be given a reasonable construction so that the intentions of the parties to confer a commercially usable rights of enjoyment for the benefit of the Appleton Parcel and the Columbia Parcel are carried out.

J. In the event of any conveyance or divestiture of title to any portion of the Appleton Parcel or Columbia Parcel (i) the Owner who is divested of said title shall be entirely freed and relieved of all covenants and obligations thereafter accruing hereunder; and (ii) the grantee or the person or persons who otherwise succeed to said title shall be deemed to have assumed all of the covenants and obligations of the grantor of such portion thereafter accruing hereunder by acceptance of a deed or other instrument of conveyance, until such grantee or successor is freed and relieved therefrom as provided in (i) above.

K. The enforcement of any rights or obligations contained in this Declaration against any of the Owners shall be limited to the interest of such Owner in the Parcel or Columbia Parcel, as the case may be.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and year first above written.

APPLETON ELECTRIC COMPANY, a Delaware corporation

By: Harold J. Lambley, Jr.
Its: Vice President

ATTEST:

By: A. Sw
Its: Secretary

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STATE OF Missouri)
COUNTY OF St. Louis) SS

I, Carol Ann Holleuberg, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Harold J. Lamboley, Jr., personally known to me to be the Vice President of APPLETON ELECTRIC COMPANY, a Delaware corporation, and Harley Smith, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers of the corporation and delivered the said instrument as such officers of the corporation and caused the corporate seal of the corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the corporation, as their free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 10th day of February, 1994.

My commission expires:

CAROL ANN HOLLEUBERG
Notary Public - State of Missouri
My Commission Expires May 31, 1995

Carol Ann Holleuberg
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION OF APPLETON PARCEL

That part of the North 1/2 of the South 1/2 of the West 3/4 of the Northeast 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, lying East of the East Line of the Chicago and North Western Railway (except the East 33 feet thereof taken for North Paulina Street), bounded and described as follows: beginning at a point on the West line of North Paulina Street, 826.44 feet North of the South Line of said Northeast 1/4; thence North, along said West line, 74.94 feet; thence West 553.92 feet, along a line forming an angle of 88 degrees 04 minutes 39 seconds as measured from South to West with said West line; thence South perpendicular to the aforesaid Line 61.02 feet; thence East 551.58 feet, along a line forming an angle of 91 degrees 26 minutes 30 seconds as measured from North to East, to the hereinabove designated point of beginning, in Cook County, Illinois.

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EXHIBIT "B"

LEGAL DESCRIPTION OF COLUMBIA PARCEL

That part of lot 5 in Wehrheim's Subdivision of part of the North 1/2 of the South 1/2 of the West 3/4 of the Northeast 1/4 of Section 30, together with that part of the South 1/2 of the South 1/2 of the West 3/4 of the Northeast 1/4 of Section 30, all in Township 40 North, Range 14 East of the Third Principal Meridian, lying East of the East line of the Chicago and North Western Railway (except the East 33 feet thereof taken for North Paulina Street) all taken as a tract, bounded and described as follows:

Beginning at a point on the West line of North Paulina Street, 499.52 feet North of the South line of said Northeast 1/4; thence West 449.50 feet, along a line forming an angle of 88 Degrees 02 Minutes 20 Seconds as measured from South to West with said West Line; thence Westerly 50.03 feet along the arc of a circle convex Northwestwardly tangent to the last described course having a radius of 448.56 feet to a point of compound curvature; thence Southwesterly 229.99 feet along the arc of a circle convex Northwestwardly having a radius of 170.21 feet to a point of tangency; thence Southerly 14.07 feet to the point of intersection with the East line of the right of way of the Chicago and North Western Railway, said point being 302.88 feet North of the South line of said Northeast 1/4; thence North, along the East line of said right of way, 570.04 feet; thence East 87.63 feet, along a line forming an angle of 92 Degrees 16 Minutes 47 Seconds as measured from South to East with said East line; thence South perpendicular to the aforesaid line 61.02 feet; thence East 551.58 feet, along a line forming an angle of 91 Degrees 26 Minutes 30 Seconds as measured from North to East with the aforesaid line to the West line of North Paulina Street; thence South, along said West line, 326.92 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Permanent Tax No.: 14-30-223-036-0000 (Vol. 491)
14-30-223-033-0000 (Vol. 491)
14-30-223-031-0000 (Vol. 491)
14-30-223-030-0000 (Vol. 491)
(affect underlying property)

Commonly known as: 2900 N. Paulina Street
Chicago, Illinois 60657

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EXHIBIT "C"

LEGAL DESCRIPTION OF EASEMENT AREA

That part of the North 1/2 of the South 1/2 of the West 3/4 of the Northeast 1/4 of Section 30, Township North, Range 14 East of the Third Principal Meridian, lying East of the East line of the Chicago and North Western Railway (except the East 33 feet thereof taken for North Paulina Street), bounded and described as follows: Beginning at a point on the West line of North Paulina Street, 813.94 feet North of the South line of said Northeast 1/4; thence North, along said West line, 12.50 feet; thence West 551.58 feet, along a line forming an angle of 89 degrees 31 minutes 09 seconds as measured from South to West with said West line; thence South perpendicular to the aforesaid line 12.50 feet; thence East 551.48 feet, perpendicular to the aforesaid line to the hereinabove designated point of beginning, in Cook County, Illinois.

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