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CROSS EASEMENT DECLARATION

THIS CROSS EASEMENT DECLARATION ("Declaration") is made and entered into as of this 29th day of January, 1997, by and between TREADWATER, L.L.C., a Delaware limited liability company ("Parcel 1 Owner") and HTG, L.L.C., an Illinois limited liability company ("Parcel 2 Owner") (Parcel 1 Owner and Parcel 2 Owner are sometimes collectively referred to herein as "Parcel Owners" and individually as a "Parcel Owner").

WITNESSETH:

WHEREAS, Parcel 1 Owner is the holder of the legal title to the following real property (collectively referred to as "Parcel 1"): (a) the west one-half of that portion of vacated Loomis Street more particularly described on Exhibit A-2 attached hereto (the "West Easement Parcel"); and (b) that certain parcel of land in the City of Chicago, County of Cook, State of Illinois more particularly described on Exhibit A-1 attached hereto;

WHEREAS, Parcel 2 Owner is the holder of legal title to the following real property (collectively referred to as "Parcel 2"): (a) the east one-half of that portion of vacated Loomis Street more particularly described on Exhibit B-2 attached hereto (the "East Easement Parcel") which lies east of and adjoins the West Easement Parcel and (b) that certain parcel of land in the City of Chicago, County of Cook, State of Illinois more particularly described on Exhibit B-1 attached hereto (the West Easement Parcel and the East Easement Parcel are collectively referred to herein as the "Easement Parcel");

WHEREAS, Parcel 1 Owner and Parcel 2 Owner desire to grant certain easements to each other with respect to the Easement Parcel and to subject the Easement Parcel to certain covenants and restrictions as herein provided.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto hereby agree, effective as of the date hereof, as follows:

1. Grant of Driveway Easement. Parcel 2 Owner hereby grants, gives and conveys to Parcel 1 Owner, and its successors and assigns, as an easement appurtenant to Parcel 1, a non-exclusive, irrevocable and perpetual easement for the purpose of ingress and egress in, over, upon, and across the East Easement Parcel, to provide access for motor vehicle and pedestrian traffic to Parcel 1 from the public roadway commonly known as Randolph Street.

2. Grant of Parking Easement. Subject to the provisions of Section 11 hereof, Parcel 1 Owner hereby grants, gives and conveys to Parcel 2 Owner, and its successors and assigns, as an easement appurtenant to Parcel 2, a non-exclusive, irrevocable and perpetual easement in, over, upon and across the East Easement Parcel for the purpose of parking motor vehicles thereon. The easements granted pursuant to this Section 2 and Section 1 above are subject to existing utility easements.

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3. Covenants and Restrictions. In consideration for the grant of easement contained herein, Parcel 1 Owner, and its successors and assigns, and their respective tenants, subtenants and licensees shall not use, nor permit the use of, Parcel 1 or any part thereof for any of the following uses:

(a) As an automobile body and fender shop; an automobile repairs shop (mechanical and otherwise) or any business servicing motor vehicles, including, without limitation, any quick lube oil change services, tire centers, or any business storing or selling gasoline or diesel fuel at retail or wholesale;

(b) As a basketball gymnasium open to the public;

(c) As a so-called "head shop";

(d) As a pawn shop;

(e) As a dry cleaning or laundry plant (except for an establishment which receives and dispenses items for launder and/or dry cleaning but the processing of such items is done elsewhere);

(f) As a funeral parlor;

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(g) As a massage parlor;

(h) As a recycling facility or stockyard;

(i) As a car wash;

(j) As an off-track betting establishment;

(k) As a house of worship;

(l) As a business selling so-called "second hand goods"; a junkyard; or a so-called "flea market"; or

(m) As an adult book store or a store selling or exhibiting pornographic materials.

4. Intentionally Omitted.

5. Maintenance and Insurance. Subject to the provisions of Section 11, each party hereto shall maintain, at its sole cost and expense, that portion of the Easement Parcel owned by such party as well as the improvements located thereon, including, without limitation, any landscaping and fencing. Subject to the provisions of Section 11, each party shall, at all times, keep its Parcel (including the Easement Area) insured against loss or

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damage by fire, windstorm, and such other risks, casualties and hazards as might be insured from time to time by prudent owners in the City of Chicago of properties used for substantially similar purposes as the parcel in question and in an amount at least equal to the full replacement value of improvements from time to time located thereon. Each policy of insurance with respect to such coverage shall provide that it shall not be cancelable except after thirty (30) days prior written notice to the other party and, to the extent obtainable, the right of subrogation against each party shall be waived by the insurer. In addition, each party shall maintain comprehensive public liability insurance in reasonable amounts with respect to the portion of the Easement Parcel owned by such party. Each party shall provide to the other party a certificate of insurance evidencing such required insurance promptly after request therefor. Should a party fail to provide and maintain insurance as above provided, then the other party may purchase such coverage and such party shall then be entitled to reimbursement from said defaulting party for the premiums for the coverage required in accordance with the provisions of this Section 5.

6. Default, Right to Subordinate Lien. In the event of a breach or default hereunder, the aggrieved party shall have, in addition to all other applicable remedies at law or in equity, the right to injunctive relief including, without limitation, a mandatory injunction. In the event any Parcel Owner fails to perform its obligations hereunder, and such failure continues for 30 days after receipt of written notice of such failure, the other Parcel Owner shall have the right to advance sums necessary to perform such obligations in which event the Parcel Owner advancing sums shall be entitled to recover such sums together with interest at the annual rate of fifteen percent (15%) and shall have the right to file a lien against the Parcel owned by such defaulting Parcel Owner, which lien shall be junior to any mortgage lien thereon if theretofore recorded. In the absence of a recorded lien or recorded notice of intention to file a lien claim, it may be presumed by any proposed purchaser or mortgage lender that the Parcel Owner has performed all such obligations. Notwithstanding the above presumption, each Parcel Owner agrees that from time to time upon not less than ten (10) days prior request by the other Parcel Owner, such Parcel Owner shall deliver to the requesting Parcel Owner a statement in writing certifying (a) that the requesting Parcel Owner is not in default under any provision of this Declaration, or, if in default, the nature thereof in detail; (b) that such Parcel Owner has not advanced any sums in connection with a default of the requesting Parcel Owner and is not seeking reimbursement pursuant to the terms of this Declaration and has not filed and does not, as of the date thereof, intend to file a lien against the Parcel owned by the requesting Parcel Owner, or, if untrue, the amount owed and a description of the lien rights of such Parcel Owner, in detail and (c) any other reasonable certifications requested by a prospective purchaser or lender of the requesting Parcel Owner.

7. Run With Land. The provisions hereof shall run with the land and shall be binding upon and inure to the benefit of Parcel 1 and Parcel 2 and the parties hereto and their respective heirs, successors, representatives, assigns, mortgagees, tenants, subtenants, licensees and invitees; provided that this Declaration may be amended by a written agreement executed by the then owners of Parcels 1 and 2 and their respective mortgagees without the consent of any other person or entity..

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8. Severability. If any term, restriction or covenant of this Declaration, or the application thereof to any persons, entities or circumstances is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons, entities and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person, entity or circumstance is deemed illegal, the application of such term, restriction or covenant to other persons, entities and circumstances shall remain unaffected to the extent permitted by law.

9. Entire Agreement. This Declaration contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. This Declaration cannot be changed orally or terminated orally.

10. Costs of Enforcement. If an action or proceeding is brought to enforce this Declaration (or otherwise with respect to this Declaration), the prevailing party in such action or proceeding shall be entitled to collect from the losing party any and all costs and expenses, including legal fees, incurred by the prevailing party in connection therewith.

11. Release of Parking Spaces from Declaration. Notwithstanding any provision of this Declaration to the contrary, the parties acknowledge that Parcel 1 Owner may desire to obtain the unencumbered exclusive use of the parking spaces to be located on Parcel 1 in connection with Parcel 1 Owner's contemplated redevelopment of the buildings located on Parcel 1. Accordingly, Parcel 1 Owner may elect at any time to seek changes in the zoning requirements affecting Parcel 2 but solely for purposes of reducing the parking space requirements affecting Parcel 2 and, subject to the immediately succeeding sentence, upon such reduction obtain a release of the same number of parking spaces on Parcel 1 from the restrictions imposed by this Declaration. Notwithstanding the foregoing, Parcel 1 Owner's right to obtain the exclusive use of any parking spaces located on Parcel 1 shall terminate effective on the date (the "Section 11 Termination Date") which is the earliest of: (w) the fifth anniversary of this Declaration unless, prior to said fifth anniversary, Parcel 1 Owner has filed (or submitted to Parcel 2 Owner and requested Parcel 2 Owner to file at Parcel 1 Owner's expense) a petition with the City of Chicago Department of Zoning to reduce the parking requirements affecting Parcel 2 (a "Petition"), (x) the sixth anniversary of the date of this Declaration regardless of whether a Petition has theretofore been filed, (y) the date Parcel One ceases to be owned by a Cornerstone Entity, and (z) the date Jordan and/or Jordan Affiliates cease to own in the aggregate at least ten percent (10%) of the Cornerstone Entity which owns Parcel 1. "Cornerstone Entity" means any partnership, corporation, limited liability company or other entity which one or more of Michael Jordan of the Chicago Bulls NBA team ("Jordan"), Jordan Affiliates, David Zadikoff and Jonathan Albert controls. "Control" means, with respect to any partnership, corporation or limited liability company, possession, directly or indirectly through one or more intermediaries, of the power to direct the management and policies of, and to make all material business decisions (including

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without limitation decisions pertaining to sale, development, leasing and financing) affecting such partnership, corporation, limited liability company or other entity. "Jordan Affiliates" means (i) any partnership, corporation, limited liability company or other entity controlled by Jordan, (ii) Jordan's spouse and children, (iii) Jordan's mother, and (iv) any trust for the benefit of any or all of the foregoing. If Parcel 1 Owner elects to proceed with the foregoing prior to the Section 11 Termination Date, Parcel 2 Owner, for itself and any successor in interest to Parcel 2, hereby agrees reasonably promptly (a) to cooperate with such efforts to reduce the parking requirements imposed on Parcel 2 to permit the exclusive use of the same number of spaces on Parcel 1 by the Parcel 1 Owner, (b) to execute any and all applications, petitions and other submittals necessary to accomplish the foregoing, (c) to appear at any hearings or meetings and support the foregoing to the extent reasonable prior written notice thereof is given to Parcel 2 Owner, unless Parcel 2 Owner has prior material commitments of which Parcel 2 Owner notifies Parcel 1 Owner promptly after receipt of notice from Parcel 1 Owner of any such meeting or hearing, (d) to execute on or prior to the Section 11 Termination Date releases or other documents necessary to release from the burdens of this Declaration the portions of Parcel 1 selected by Parcel 1 Owner which includes the number of parking spaces on Parcel 1 equal to the number of parking spaces by which the zoning requirements imposed on Parcel 2 are reduced, and (e) to take all other commercially reasonable acts necessary to accomplish the foregoing. Notwithstanding the foregoing, (i) any and all costs and expenses ("Related Costs") associated with obtaining the foregoing zoning changes and the partial release of this Declaration, including, without limitation, reasonable attorneys' and other requested professionals' fees, shall be paid by Parcel 1 Owner, (ii) no liability of any nature shall be imposed on Parcel 2 Owner other than the obligation to cooperate as described above on or prior to the Section 11 Termination Date and (iii) notwithstanding Parcel 2 Owner's obligation to execute the release documents referred to in (d) above, in the event a reduction in the zoning requirements regarding parking burdening Parcel 2 is obtained, the release of the same number of parking spaces from this Declaration shall be self-executing, without any further required act of the Parcel 2 Owner, subject only to Parcel 1 Owner's selection of the area to be released and payment by Parcel 1 Owner to Parcel 2 Owner of the Related Costs. Notwithstanding any provision of this Section 11 to the contrary, no parking spaces located on Parcel 1 shall be released from this Declaration if any zoning requirement pertaining to Parcel 2 will be violated as a result thereof and in no event shall Parcel 2 Owner be obligated at any time to modify in any respect, or consent to, the modification of the parking located on Parcel 2 or any portion thereof. If one or more parking spaces located on Parcel 1 are released from this Declaration pursuant to this Section 11, then from and after the date of such release, Parcel 1 Owner shall reimburse Parcel 2 Owner for Parcel 1 Owner's Pro Rata Share of the cost of maintaining, repairing, replacing and insuring the East Easement Parcel. "Parcel 1 Owner's Pro Rata Share" means a fraction, expressed as a percentage, the numerator of which is the number of parking spaces located on Parcel 1 which are released from this Declaration and the denominator of which is 16. Notwithstanding the foregoing, if all 16 parking spaces located on Parcel 1 are released from this Declaration pursuant to this Section 11, then Parcel 1 Owner shall be solely responsible, at its expense, for maintaining, repairing, replacing and insuring the entire Easement Parcel.

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

TREADWATER, L.L.C., a Delaware
limited liability company

By: 

Its: _____

HTG, L.L.C., an Illinois limited liability
company

By: _____

Gary D. Cowen, Member

By: _____

Nina F. Cowen, Member

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Wayne S. Gilmartin, Esq.
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street, Suite 3700
Chicago, Illinois 60603
(312) 201-4000

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

CORNERSTONE MANAGEMENT & CONSULTING, INC., a Delaware corporation or its Assignee

By: _____
Its: _____

HTG, L.L.C., an Illinois limited liability company

By: *Gary D. Cowen*
Gary D. Cowen, Member

By: *Nina F. Cowen*
Nina F. Cowen, Member

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THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Wayne S. Gilbert, Esq.
Goldberg, Kahn, & Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street, Suite 2700
Chicago, Illinois 60601
(312) 201-4000

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ACKNOWLEDGMENT

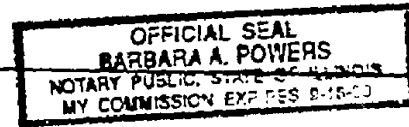
STATE OF Illinois)
COUNTY OF Cook) SS

I, Barbara A. Powers, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Gary D. Cowen and Nina F. Cowen, the Members of HTG, L.L.C., an Illinois limited liability company, 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 they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of January, 1997.

Barbara A. Powers
Notary Public

My Commission Expires:



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ACKNOWLEDGMENT

STATE OF)

) SS

COUNTY OF)

I, Cheryl A. Smith, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Walter P. R. of TREADWATER, L.L.C., a Delaware limited liability company, 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 signed and delivered said instrument as ___ own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of February 1997.

Cheryl A. Smith
Notary Public

My Commission Expires:

Feb 14

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EXHIBIT A-1

Legal Description of Parcel 1 (not including Easement Parcel)

PARCEL 1A:

LOTS 21 AND 22 (EXCEPT THE SOUTH 35 FEET OF SAID LOTS) IN BLOCK 1 IN UNION PARK ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

AND

PARCEL 1B:

LOTS 23 AND 24 (EXCEPT THAT PART OF SAID LOTS LYING WEST OF LINE DRAWN THROUGH A POINT IN THE SOUTH LINE OF WEST LAKE STREET 13.19 FEET WEST OF THE WEST LINE OF SHELDON STREET AND THROUGH A POINT IN THE NORTH LINE OF WEST RANDOLPH STREET 43.2 FEET EAST OF THE INTERSECTION OF THE NORTH LINE OF WEST RANDOLPH STREET AND NORTH EASTERLY LINE OF BRYON PLACE) IN BLOCK 1 IN UNION PARK ADDITION TO CHICAGO AFORESAID.

AND

PARCEL 1C:

ALL THAT PART OF THE EAST AND WEST 10 FOOT PUBLIC ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 21 AND 22 LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 23 AND LYING EAST OF AND ADJOINING THE WEST LINE OF SAID LOT 21 PRODUCED NORTH 10 FEET IN BLOCK 1 OF UNION PARK ADDITION TO CHICAGO BEING A SUBDIVISION OF LOTS 5 AND 6 IN CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN SAID PART OF THE EAST AND WEST PUBLIC ALLEY BEING FURTHER DESCRIBED AS THE EAST 100 FEET MORE OR LESS OF THE FIRST EAST AND WEST PUBLIC ALLEY NORTH OF WEST RANDOLPH STREET IN THE BLOCK BOUNDED BY WEST LAKE STREET, WEST RANDOLPH STREET, NORTH OGDEN AVENUE AND NORTH LOOMIS STREET ALL IN COOK COUNTY, ILLINOIS

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EXHIBIT A-2

West Easement Parcel

THE WEST ONE-HALF (1/2) OF THE SOUTH 145.26 FEET, MORE OR LESS, OF NORTH LOOMIS STREET LYING 8.0 FEET NORTH OF AND ADJOINING THE NORTH LINE OF WEST RANDOLPH STREET AS WIDENED.

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EXHIBIT B-1

Legal Description of Parcel 2 (not including Easement Parcel)

LOTS 1, 2, 3 AND 4 (EXCEPT THAT PART TAKEN FOR WIDENING OF WEST RANDOLPH STREET) AND EXCEPT THE NORTH 7 FEET 9 INCHES, OF LOTS 1, 2, 3 AND 4 IN THE SUBDIVISION OF LOTS 3 AND 4 IN THE ASSESSOR'S DIVISION OF THAT PART LYING SOUTH OF LAKE STREET OF LOT 3 IN THE CIRCUIT COURT PARTITION OF THE SOUTHWEST 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 B-2

East Easement Parcel

THE EAST 1/2 OF THE SOUTH 145.26 FEET, MORE OR LESS, OF NORTH LOOMIS STREET LYING 8.0 FEET NORTH OF AND ADJOINING THE NORTH LINE OF WEST RANDOLPH STREET AS WIDENED.

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