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DECLARATION OF EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS AND RESTRICTIONS ("Declaration") is executed this 24th day of September, 1999, by Dynaprop XVII: Michigan Avenue Limited Partnership, an Illinois limited partnership ("Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of Cook and State of Illinois ("Parcel A"), described on Exhibit A attached hereto and by this reference made a part hereof, and is also the owner of certain other and adjacent property in the County of Cook and State of Illinois ("Parcel B"), described on Exhibit B attached hereto and by this reference made a part hereof, and desires to declare and grant the easements and restrictions hereinafter described;

NOW THEREFORE, Declarant hereby declares and grants the following easements and restrictions solely for the use and benefit of the owner(s) of Parcel A across and upon portions of Parcel B:

1. **Balcony Easement.** Declarant hereby grants to the Owner of Parcel A, for the benefit of Parcel A, a non-exclusive, perpetual easement appurtenant to Parcel A over the north ten (10) feet of Parcel B for the purposes of installing and maintaining balconies attached to any building or other structure located on Parcel A.

This instrument prepared by
and mail to:

PINs: 17-22-306-031
17-22-306-032
17-22-306-033

Mark S. Friedman
Friedman Sinar & Rohlfing
One East Wacker Drive
Suite 2420
Chicago, Illinois 60601

Address: 1910 & 1918 S. Michigan Ave.
Chicago, Illinois

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2. **Temporary Construction Easement.** Declarant hereby grants to the Owner of Parcel A, for the benefit of Parcel A, a non-exclusive, temporary easement upon, across and over the north thirty (30) feet of Parcel B ("Temporary Construction Premises") for purposes incidental to the construction by the Owner of Parcel A of a building or other such structure on Parcel A, including, but not limited to, storage of equipment and material relating thereto (the "Temporary Construction Easement"). The easement granted in this Section 2 shall terminate upon completion of said construction.
3. **Easement for Repair and Maintenance.** Declarant hereby grants to the Owner of Parcel A, for the benefit of Parcel A, a non-exclusive, perpetual easement appurtenant to Parcel A, upon, across and over the north thirty (30) feet of Parcel B ("Repair Premises") for the limited purpose of repair, maintenance and replacement (collectively, "Repair") of any structures or facilities located on Parcel A (the "Repair Easement").
4. **Obligations Relating to Temporary Construction Premises and Repair Premises.** The Owner of Parcel A shall keep the Temporary Construction Premises and Repair Premises in a neat and presentable condition during its use of the Temporary Construction Easement and Repair Easement, respectively. In the event the Owner of Parcel A causes any damage to the Temporary Construction Premises or the Repair Premises, the Owner of Parcel A shall, upon its completion of such construction or Repair, promptly and diligently restore the Temporary Construction Premises and Repair Premises to the condition existing prior to commencement of such construction or Repair, by the Owner of Parcel A, as applicable. The Owner of Parcel B shall not interfere with the construction and Repair activities by the Owner of Parcel A and shall, to the extent necessary as determined in the reasonable discretion of the Owner of Parcel A, suspend parking and other uses of the Temporary Construction Premises or Repair Premises and close off (or permit the Owner of Parcel A to close off) all or a portion of the Temporary Construction Premises or Repair Premises, as applicable, during said construction or Repair. Only as relates to the Temporary Construction Easement and Repair Easement, the Owner of Parcel A agrees to indemnify, defend and hold harmless the Owner of Parcel B from and against any and all loss, damage, liability, cost and expense, including reasonable attorney's fees which the Owner of Parcel B may incur or sustain growing out of any injury or death of persons or damage to or loss of property arising out of the use of the Temporary Construction Easement or Repair Easement by the Owner of Parcel A or its employees, contractors, subcontractors or agents.
5. **Temporary Easement for Electrical Lines.** Declarant hereby grants to the Owner of Parcel A, for the benefit of Parcel A, a non-exclusive easement appurtenant to Parcel A, over and across the west twenty (20) feet of Parcel B for the installation, maintenance, repair, and replacement of overhead electrical conduits or systems necessary for the orderly construction of a building on Parcel A; provided, the rights granted pursuant to this easement shall at all times be exercised in such manner as to not unreasonably interfere with the normal operation of Parcel B. The easement granted in this Section 5 shall terminate upon completion of the construction of the building on Parcel A and connection to public utility electric service.
6. **Trash Area Easement.** Declarant hereby grants to the Owner of Parcel A, for the benefit of Parcel A, a perpetual easement appurtenant to Parcel A for exclusive use of forty percent (40%) of the trash area located on Parcel B as designated and shown on Exhibit C attached hereto and by this reference made a part hereof and for ingress and egress over those portions of Parcel B necessary to access the trash area to and from Parcel A. The Owner of Parcel A and the Owner of Parcel B shall maintain their respective portions of the trash area in a clean and sightly condition.
7. **Loading Area Easement.** Declarant hereby grants to the Owner of Parcel A, for the benefit of Parcel A, a non exclusive, perpetual easement appurtenant to Parcel A for use of the loading

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area located on Parcel B as designated and shown on Exhibit C attached hereto and by this reference made a part hereof and for ingress and egress over those portions of Parcel B necessary to access the loading area to and from Parcel A. The loading area shall remain clear of storage materials at all times and the Owner of Parcel B shall prepare reasonable rules and regulations for the use of the loading area by each party, including user scheduling, which shall be subject to the approval of the Owner of Parcel A.; such approval not to be unreasonably withheld. The Owner of Parcel B shall maintain the loading area in a clean and slightly condition in accordance with all applicable laws.

8. **Easement for Building Encroachments.** Declarant hereby grants to the Owner of Parcel A, for the benefit of Parcel A, a perpetual easement appurtenant to Parcel A, for the ownership, operation and maintenance of (a) a foundation footing for any building or structure on Parcel A which may encroach upon Parcel B, but only to the extent that said encroachment is below grade and is not more than eighteen (18) inches south of the north lot line of Parcel B, subject to subparagraph (b) hereof; and (b) any portion of any building or structure on Parcel A, which may encroach upon Parcel B, but only to the extent that said encroachments are caused by unintentional minor deviations in construction or the shifting or settling of any building or structure constructed on Parcel A, and provided further that the encroachment easement shall not extend to encroachments which are intentional (excluding any encroachments of the balconies permitted by Section 1 of this Declaration and excluding the foundation footing encroachment permitted by subparagraph (a) hereof).

9. **Building Rights and Restrictions.** The Owner of Parcel A shall be permitted to construct a building or other structure on the south lot line of Parcel A (without setback) and the Owner of Parcel B agrees not to object thereto. In connection with the construction of a building or other structure on Parcel A, the Owner of Parcel B, upon request by the Owner of Parcel A, agrees to provide such approvals and documentation which are reasonably necessary for the Owner of Parcel A to satisfy the light and vent requirements stated in the City of Chicago ordinances. The Owner of Parcel B agrees that no building or other structure shall be erected or constructed within thirty (30) feet of the north lot line of Parcel B.

10. **Term.** Unless otherwise set forth in this Declaration, this Declaration and each easement, covenant, provision and restriction contained in this Declaration shall remain in full force and effect unless and until this Declaration has been fully and completely released of record by written instrument executed by the Owners.

11. **Submission of Parcels to Condominium.** If all or any part of Parcel A or Parcel B (the "Submitted Parcel") is hereafter subjected to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time, or to any other form of condominium ownership authorized by applicable law (the "Condominium Act"), the condominium association of such Submitted Parcel (the "Association"), acting through a duly elected management board or other body administering such Association in accordance with the Condominium Act, shall have the power and authority to act for and bind all the individual condominium unit owners of such Submitted Parcel with respect to all the provisions, terms and conditions of this Declaration.

12. **Miscellaneous.**

(a) Nothing contained herein shall be construed to be a gift or dedication of any portion of the Easement Parcel to or for the general public or for any public purposes whatsoever.

(b) No obstruction or interference of the easements granted hereunder shall be created or permitted on Parcel B.

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(c) If any part of this Declaration shall be held invalid for any reason, the remainder of this Declaration shall continue in full force and effect.

(d) The validity, construction and enforceability of this Declaration shall be governed in all respects by the laws of the State of Illinois.

(e) All of the terms and provisions hereof are and shall be deemed to run with the land and shall be binding upon and inure for the benefit of and shall burden the Parcels and the Owners and their respective employees, agents, contractors, lessees, heirs, executors, administrators, personal representatives, successors and assigns.

(f) If the rule against perpetuities or any other rule of law limits the time during which any provision of this Declaration shall be effective, then each such provision shall continue to be effective until twenty-one (21) years after the death of the last survivor of all of the Alderman of the City of Chicago, serving at the date of execution of this Declaration, and all of their children and grandchildren living on the date of execution of this Declaration.

(g) This Declaration may be amended, changed, or modified only by the provisions of a written agreement executed by the Owners and duly recorded with the office of the Cook County Recorder.

(h) Wherever used in this Declaration unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the words "Owner of Parcel A" shall mean the Declarant and its successors in interest as the owner or owners of all or portions of Parcel A; the words "Owner of Parcel B" shall mean the Declarant and its successors in interest as the owner or owners of all or portions of Parcel B; and the Owner of Parcel A and the Owner of Parcel B are collectively referred to as the "Owners".

(i) Each of the Owners agrees to pay to the other all costs and expenses, including reasonable attorneys fees, incurred by such Owner in enforcing any of the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the date first written above.

DYNAPROP XVII: MICHIGAN AVENUE LIMITED PARTNERSHIP, an Illinois limited partnership

By: Dynaprop Development Corporation, an Illinois corporation, its General Partner

By: Patrick J. Turner
Name: PATRICK J. TURNER
Title: PRESIDENT

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, SUSAN FRENCH, Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that PATRICK J. TURNER the President of Dynaprop Development Corporation, an Illinois corporation, as general partner of Dynaprop XVII: Michigan Avenue Limited Partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, 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 Corporation on behalf of said Partnership, for the uses and purpose therein set forth.

GIVEN, under my hand and Notarial Seal this 24th day of September, 1999.



Susan French
Notary Public

Property of Cook County Clerk's Office

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EXHIBIT A

PARCEL A

THE NORTH 41.75 FEET OF LOTS 12, 13, 14 AND 15 IN BLOCK 2 IN WILLIAM JONES' ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 17-22-306-031
17-22-306-032

Address: 1910 S. Michigan Ave.
Chicago, Illinois

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EXHIBIT B

PARCEL B

THE NORTH 50.0 FEET OF LOT 4 IN BLOCK 15 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 12, 13, 14 AND 15 (EXCEPT THE NORTH 41.75 FEET OF SAID LOTS) IN BLOCK 2 IN WILLIAM JONES' ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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