

**RECIPROCAL EASEMENT
AGREEMENT**



THIS RECIPROCAL EASEMENT AGREEMENT (the "Agreement") is made as of this 13th day of November, 2000, by and between LaSalle Bank National Association not individually but as Trustee under Trust Agreement dated January 25, 2000 under Trust number 122987 (hereinafter referred to as "1344-46 W. GEORGE OWNERS") and LaSalle Bank National Association not individually but as Trustee under Trust Agreement dated January 25, 2000 under Trust number 122987(hereinafter referred to as "1350-52 W. GEORGE OWNERS")

The following recitals of fact are a material part of this Agreement.

A. The 1344-46 W. GEORGE OWNERS are the holders of legal title to the real estate in the City of Chicago, County of Cook and State of Illinois which is legally described as follows:

LOT 39 IN S.R. JACOBSON'S SUBDIVISION OF BLOCK 8 IN LILL AND HEIRS OF MICHAEL DIVERSEY'S DIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-29-122-017-0000

LOT 1 IN THE RESUBDIVISION OF LOTS 40, 41, 42, 43, 44, 45 AND 46 IN JACOBSON'S SUBDIVISION OF BLOCK 8 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S DIVISION OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-29-122-018-0000

Commonly known as: 1344-46 W. GEORGE ST., CHICAGO, IL 60657

(hereinafter referred to as "Parcel 1").

B. 1350-52 W. GEORGE OWNERS are the holders of legal title to real estate located in the City of Chicago, County of Cook and State of Illinois, which is legally described as follows:

LOT 38 IN S.R. JACOBSON'S SUBDIVISION OF BLOCK 8 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-29-122-016-0000

LOT 37 IN S.R. JACOBSON'S SUBDIVISION OF BLOCK 8 IN LILL AND HEIRS OF MICHAEL DIVERSEY'S DIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 14-29-122-015-0000

Commonly known as: 1350-52 W. GEORGE ST., CHICAGO, ILLINOIS 60657

(hereinafter collectively referred to as "Parcel 2")

C. Parcel 1 and Parcel 2 will both be part of a condominium development known as 1344-52 W. George Street Condominiums or such other name yet to be established and described in a Declaration to be hereinafter created and recorded.

D. 1344-46 W. GEORGE OWNERS wish to grant and 1350-52 W. GEORGE OWNERS wish to receive an easement for ingress and egress over, upon and across Parcel 1 for the benefit of Parcel 2 and 1350-52 W. GEORGE OWNERS wish to grant and 1344-46 W. GEORGE OWNERS wish to receive an easement for ingress over, upon and across Parcel 2 for the benefit of Parcel 1.

E. The parties wish to make certain agreements regarding such easements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

SECTION 1. INGRESS AND EGRESS EASEMENT OVER PARCEL 1.

1344-46 W. GEORGE OWNERS hereby grant, give and convey to the 1350-52 W. GEORGE OWNERS, their heirs, successors and assigns, as an easement appurtenant to Parcel 2, a non-exclusive, irrevocable and perpetual easement for ingress and egress over, upon and across Parcel 1 along and upon a strip of land approximately 7 feet wide (running east-west) and approximately 36 feet long (running north-south) located at the northwesterly most corner of Parcel 1 as depicted on the drawing attached hereto as Exhibit "A."

SECTION 2. INGRESS AND EGRESS EASEMENT OVER PARCEL 2.

1350-52 W. GEORGE OWNERS hereby grant, give and convey to the 1344-46 W. GEORGE OWNERS, their heirs, successors and assigns, as an easement appurtenant to Parcel 1, a non-exclusive, irrevocable and perpetual easement for ingress and egress over, upon and across Parcel 2 along and upon a strip of land approximately 7 feet wide (running east-west) and approximately 36 feet long (running north-south) located at the northeasterly most corner of Parcel 2 as depicted on the drawing attached hereto as Exhibit "A."

SECTION 3. 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.

SECTION 4. TRANSFER OF OWNERSHIP.

Whenever a transfer of ownership of either Parcel occurs, the liability of the transferor for any breach of covenant occurring thereafter shall automatically terminate with respect to such transferor. 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.

SECTION 5. INTERPRETATION.

The rule of strict construction does not apply to the grants herein. The grants herein shall be given a reasonable construction to carry out the intention of the parties hereto to confer a commercially usable right of enjoyment on each grantee.

SECTION 6. TERMINATION.

The grantee of any easement granted hereunder may terminate such easement by recording a release thereof with the Office of Recorder of Deeds of Cook County, Illinois with directions for delivery of the same to the grantor of such easement at its address given pursuant hereto, whereupon all rights, duties and liabilities hereby created shall terminate as to such easement except for liabilities incurred hereunder prior to such termination. For convenience, such instrument may run to "the owner or owners and parties in Parcel 1 or Parcel 2."

SECTION 7. INDEMNITY AND INSURANCE.

Each party to this easement agreement shall indemnify and hold harmless the other party, their heirs, successors and assigns from and against any and all liability, loss or damage for injury to person or death or property damage arising out of or resulting from the negligent use of easement parcels, except for any such liability, loss or damage, costs and expenses arising in whole or in part from the acts of the burdened party or the acts of the other parties who have been granted any easement by the burdened party upon, over and across the easement parcels.

UNOFFICIAL COPY

SECTION 8. EXISTING COVENANTS.

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The easements hereby granted are specifically made subject to any and all existing covenants, conditions, conditions and restrictions of record.

SECTION 9. UNENFORCIBILITY OF PROVISIONS.

If any of the covenants, conditions or terms of this instrument shall be found void or unenforceable for whatever reason by and court of law or equity, the parties agree and intend that every other covenant, condition or term herein set forth shall remain valid and binding, provided that in such event, the parties agree to the fullest extent possible to modify such covenant, condition or term to the extent required in order to carry out the general intention of the parties and to impart validity to such covenant, condition or term.

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

OWNERS OF PARCEL 1:

LaSalle Bank National Association, not individually but as trustee u/t/a dated January 25, 2000 u/t/n 122987

OWNERS OF PARCEL 2:

LaSalle Bank National Association, not individually but as trustee u/t/a dated January 25, 2000 u/t/n 122987

By:

Rooney Callan
VICE PRESIDENT

By:

Rooney Callan
VICE PRESIDENT

This instrument was prepared by and after recording should be returned to:

STEVEN P. LEVIT
HAL A. LIPSHUTZ
LEVIT & LIPSHUTZ
1120 W. BELMONT AVENUE
CHICAGO, IL 60657

This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations covenants and/or statements contained in this instrument



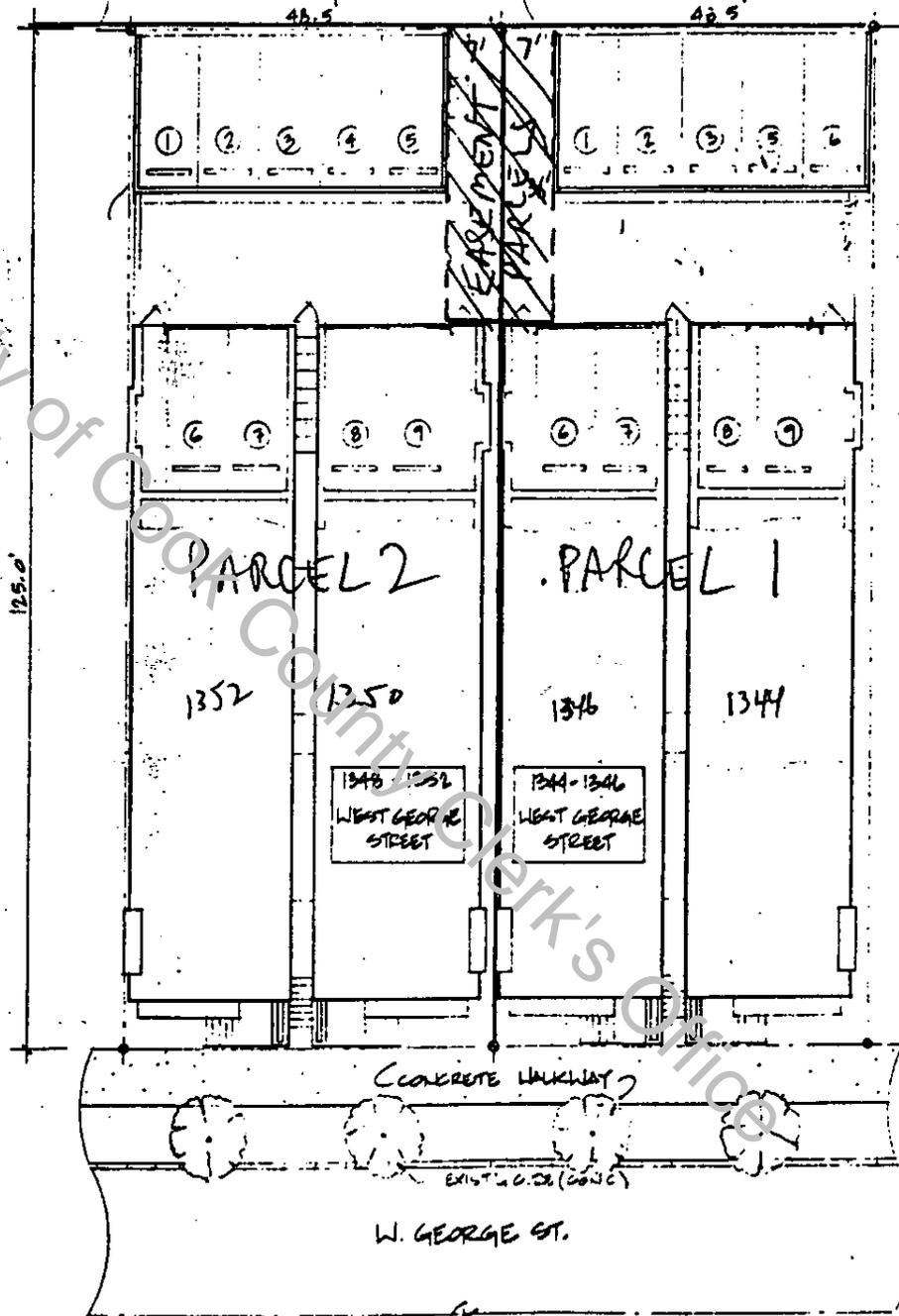
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EXHIBIT

A

00889844

16' WIDE PUBLIC ALLEY



Property of County Clerk's Office

(TYP.)
LIGHT
GATES.
ERGREEN)
T. ORANT YARD.

SILE
STRUCTURE
TRENDS

(NEW)

2015, PROGRAM

NORTH
?