

**Modification of
Easement Agreement**



This space for Recorder's space only

This Modification of Easement Agreement is entered into this 4th day of August, 2000 by and between Daniel B. Conley ("Conley") and Teador Luca and Estera Luca ("Luca") to vacate and modify certain easements as set forth herein.

Recitals

- a. Conley is the owner of record of the property commonly known as 1432 North Orleans, Chicago, Illinois and legally described on Exhibit A ("Conley Parcel"); and
- b. Luca is the owner of record of the property commonly known as 1428 North Orleans, Chicago, Illinois and legally described on Exhibit A ("Luca Parcel"); and
- c. There exists a perpetual easement over the Conley Parcel in favor of the Luca Parcel created by deed dated July 8, 1953 and recorded with the Cook County Recorder of Deeds as document No. 15663040 ("Easement") for ingress and egress to the freight elevator on the Conley Parcel and upon and through the stairway located in the southeast corner of the improvements to the Conley Parcel; and
- d. The Easement also grants an easement in favor of the Conley Parcel over the north 12' of the Luca Parcel from the east lot line to a point 58' west thereof ("Walkway"); and
- e. On November 27, 1999 a fire occurred on the Luca Parcel, damaging the improvements on both parcels; and
- f. The owners of both parcels desire to amend and restate the terms of the Easement as set forth herein; and

NOW THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals; Defined Terms; Conflict.** The Recitals are incorporated herein by reference as if more fully set forth in this Agreement. Any capitalized terms used herein and not defined shall have the meanings assigned to them in

the Easement. In the event of a conflict between the terms of this Agreement and the Easement, the terms of this Agreement shall control.

2. **Vacating of Easement on Conley Parcel.** In consideration of the modification of the Easement affecting the Luca Parcel as set forth in Section 3, Luca hereby waives, releases and quitclaims to Conley any and all rights to ingress and egress over the Conley Parcel for access to the freight elevator or the stairwell on the Conley Parcel. Luca shall have no further right to access or use of any portion of the Conley Parcel, including, but not limited to, the freight elevator or stairwell and hereby consents to the vacating of the Easement with respect to such access.

3. **Modification of Easement Over Luca Parcel.** In consideration of the modification of the Easement affecting the Conley Parcel, Conley hereby agrees to modify the Walkway to reduce the dimensions thereof from 12' x 58' to 4' x 40'. Conley hereby consents to the vacating of the balance of the Walkway. Luca shall not take any steps nor allow any condition to exist that would hinder or obstruct Conley's pedestrian ingress and egress through the Walkway. Conley shall have no obligation to maintain any portion of the Walkway and Luca shall maintain such Walkway in a safe and clean condition. Luca shall have the right to construct a 2' wide column centered at 23'6" from the front line of the building and within the Walkway. Said column shall project no more than 16" into the Walkway. In the event that the protrusion of said column prevents the Walkway from serving as a second means of ingress and egress to and from the Conley Parcel, Luca shall take any and all steps necessary to cause such Walkway to comply with all applicable building, health and fire codes as a second means of ingress and egress, all at no cost to Conley.

4. **Construction of Vestibule and Temporary Facilities.** Conley shall construct a four hour vestibule on the Conley Parcel contiguous to the Walkway in accordance with all building codes with the swing and operation of the doorway entirely within said vestibule. From the date hereof through and including the Full Access Date (as defined herein), Luca shall have the right to erect shoring, staging and temporary protection provided such shoring, staging and temporary protection does not interfere with the construction on the Conley Parcel or increase the cost thereof. Conley shall serve Luca with not less than sixty (60) days notice (but in no event shall the date in such notice be earlier than January 1, 2001) of Conley's need for full access to the Walkway ("Full Access Date"). Luca shall remove all of his shoring, staging and temporary protection and construct whatever facilities are necessary to permit Conley full access to the Walkway. Such facilities shall include, but not be limited to, constructing a doorway on the east side of the Walkway as well as a wall to demise the Walkway from the rest of the Luca Property, all in accordance with applicable building, zoning and fire codes and to allow Conley full and complete access to the Walkway.

5. **Captions and Pronouns.** The captions and headings of the sections herein are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the

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singular shall include the plural, the plural shall include the singular, and the masculine and feminine shall be freely interchangeable.

6. **Covenants Running With the Land; Binding on Heirs.** The covenants contained herein, including the benefits and burdens, shall run with the land and shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties.

7. **Applicable Law.** This Agreement shall be governed by the law of the State of Illinois.

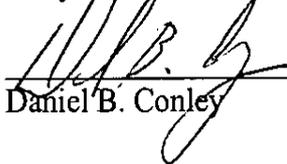
8. **Execution in Counterparts.** This Agreement may be executed in counterparts each of which shall constitute an original, but all together shall constitute the same Agreement.

9. **Entire Agreement.** This Agreement contains and states the entire agreement between the parties. All prior understandings and agreements between the parties, if any, are merged into and with this Agreement, which fully and accurately states their entire understanding and agreement.

10. **Attorney's Fees.** In the event either party is forced to retain an attorney to enforce the terms of this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses, including attorneys fees and court costs, so incurred. As used herein, the term "prevailing party" shall mean the party obtaining substantially all of the relief it sought, whether by judgment, arbitration, negotiation or otherwise.

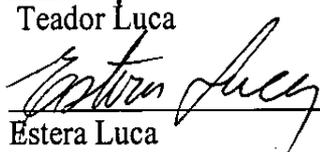
11. **Miscellaneous.** The parties agree to execute all other documents and agreements to fully effectuate the transaction contemplated herein. Each party acknowledges that they have been represented by counsel of their own choosing and that they have read, understand and intend to be bound by the terms of this Agreement. Each of the parties has participated in the negotiation and drafting of this Agreement. Therefore, in any construction of this Agreement, the same shall not be construed against any party.

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



Daniel B. Conley



Teador Luca


Estera Luca

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STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that DANIEL B. CONLEY, personally known to me to be the same person(s) whose name(s) is subscribed to the forgoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of August, 2000

Michael T. O'Connor
(Notary Public)

STATE OF ILLINOIS

COUNTY OF COOK



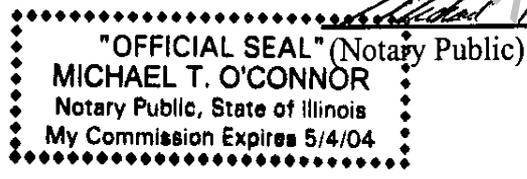
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that TEADOR LUCA, personally known to me to be the same person(s) whose name(s) is subscribed to the forgoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of August, 2000

Michael T. O'Connor

STATE OF ILLINOIS

COUNTY OF COOK



I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that ESTERA LUCA, personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and severally acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of August, 2000

Michael T. O'Connor
(Notary Public)



EXHIBIT A

CONLEY PARCEL:

LOT 9 IN THE SUBDIVISION OF LOT 136 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 1437 North Orleans, Chicago, Illinois
PIN: 17-04-200-067

LUCA PARCEL:

PARCEL 1: LOTS 10 AND 11 IN THE SUBDIVISION OF LOT 136 IN BRONSON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: A PERPETUAL EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY DEED FROM EMMA GALINKIN TO GASPER ORTAGGIO AND JOANNE ORTAGGIO RECORDED JULY 8, 1953 AS DOCUMENT 15663040 OVER THAT PART OF LOT 9 IN THE SUBDIVISION OF LOT 136 IN BRONSON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, IMMEDIATELY ADJACENT TO AND ADJOINING THE NORTH LINE OF LOT 10 IN PARCEL 1 FOR INGRESS AND EGRESS TO THE FREIGHT ELEVATOR ON SAID LOT 9; AND UPON AND THROUGH THE STAIRWAY LOCATED ON LOT 9, IMMEDIATELY ADJACENT TO AND ADJOINING THE NORTH LINE OF LOT 10 FOR THE PURPOSE OF ACCESS.

Address: 1428 North Orleans, Chicago, Illinois
PIN:17-04-200-068

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**THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING MAIL TO:**

Michael T. O'Connor
Fuchs & Roselli, Ltd.
440 West Randolph Street, Suite 500
Chicago, Illinois 60606

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