## UNOFFICIAL COM 145 801 Page 1

2001-12-05 13:07:4

Cook County Recorder

63.50

## GRANT AND REAFFIRMATION OF RECIPROCAL EASEMENT AGREEMENT



THIS AGREEMENT, made and entered into this 26th day of November, 2001 by and between LaSalle Bank, National Association As Successor to Manufacturer's Affiliated Trust Company Trust #S-10741 dated February 28, 1989 (hereinafter referred to as "First Party") and Suburban Bank and Trust Company, As Successor to St. Paul Trust Company, as Trustee under Trust Agreement dated November 2, 1998 and known as Trust #74-2696 (hereinafter referred to as "Second Farty").

WHEREAS, the beneficiaries of the First Party and the beneficiaries of the Second Party executed that certain "Agreement For Reciprocal Easement" dated July 9, 1992 which document was recorded October 1, 2001 as document #6010912034 (hereinafter referred to as the "Original Agreement"); and

WHEREAS, all parties wish to clarify, finalize and complete their prior understanding and agreement.

**NOW THEREFORE,** in consideration of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby ac nowledged, the parties hereto agree as follows:

- (1) First Party hereby grants and conveys to Second Party those certain easements described as Easements 1, 2, and 4 in the original agreement.
- (2) Second Party hereby grants and conveys to First Party that certain easement described as Easement 3 in the original agreement.
- (3) First Party hereby grants and conveys to Second Party the 10 foot wide easement as

- delineated on Exhibit E and referenced in paragraph 8 of the Original Agreement as "reserved for existing and proposed sewer and water mains".
- (4) The parties acknowledge that all construction requirements as set forth in the Original Agreement have been completed on a timely basis.
- (5) The parties acknowledge that the moneys due from the First Party to the Second Party have been paid on a timely basis.
- (6) Chis document is intended by the parties to be the grant of Easement referred to in Paragraph 11 of the Original Agreement.
- The easements nereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, assigns, and tenants, including, but without limitation, all subsequent owners of premises and all rersons claiming under them. Whenever a transfer of ownership of any parcel takes place, the liability of the transferor for a breach of any covenant which breach occurs after the transfer shall automatically terminate.
- (8) The parties hereto incorporate by reference all purposes, terms, conditions, limitations and restrictions as contained in the Original Agreement.
- (9) All Easements created herein are non-exclusive. The grantors herein specifically reserve the non-exclusive concurrent use of any easement granted herein.
- (10) All easements created and/or reserved herein shall be perpetual.
- (11) The legal descriptions and real estate tax permanent index numbers of the various

properties affected by this Agreement are set forth in Exhibit A of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and

year first above written.

**First Party:** 

LaSalle Banky National Association, As Successor to Manufacturer's Affiliated Trust Company Trust #S-10741 dated February 23, 1989 and not personally

Affectation of regulared by

Attest: Leastle Cond the of not Association

STATE OF ILLINOIS )

) SS.

COUNTY OF COOK)

Second Party:

Suburban Bank and Trust Company, As Successor to St. Paul Trust Company, As Trustee Under Trust Agreement dated November 2, 1998 A/K/A Trust #74-2696

Attest:

I, the undersigned, a notary public in and for the county in the state aforesaid, do hereby certify that the above named Popovicand Trust Officers of LaSalle Bank, National Association, as Successor to Manufacturer's Affiliated Trust Company Trust #S-10741 dated February 28, 1989, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and the free and voluntary act of said corporation for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that said Trust Officer as custodian of the corporate seal of said corporation, caused the corporate seal of said corporation to be affixed to said instrument as said Trust Officer's own free and voluntary act and as 'ne 'ree and voluntary of act of said corporation for the uses and purposes therein set forth...

Given under my hand and official seal this

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

day of November, 2001.

**Notary Public** 

OFFICIAL SEAL CHRISTINE C YOUNG NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:08/21/03 

3

# 11143840

#### **UNOFFICIAL COPY**

STATE OF ILLINOIS ) SS. COUNTY OF C O O K )

I, the undersigned, a notary public in and for the county in the state aforesaid, do hereby certify that the above named referred, and Trust Officers of Suburban Bank and Trust Company, As Successor to St. Paul Trust Company, As Trustee under Trust Agreement dated November 2, 1998, and known as Trust #74-2696 personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officers respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and the free and voluntary act of said corporation for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that said Trust Officer as custodian of the corporate seal of said corporation, caused the corporate seal of said corporation to be affixed to said instrument as said Trust Officer's 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 official seal this 26 day of November, 2001.

OFFICIAL SEAL SYLVIA A BARTELMANI

OTARY PUBLIC, STATE OF ILLINOIS OT MISSION EXPIRES:03/25/03

RETURN TO:

This Documents Prepared By: John G. Postweiler Schreiber, Mack & Postweiler 10600 West 143<sup>rd</sup> Street Orland Park, IL 60462

E JIAM OT

Notary Public

Jort's Office

PARCEL I:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 BAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SIECLAR SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 19; THENCE NORTH 89 DEGREES. 42 MINUTES, 59 SECONDS WEST ALONG THE NORTH LINE OF SAID SIECLAR SUBDIVISION, 1029.52 FEET TO THE EAST LINE OF HARLEM AVENUE AS DEDICATED; THENCE NORTH O DEGREES, 1 MINUTE, 30 SECONDS EAST ALONG SAID EAST LINE, 1825.41 FEET TO THE SOUTH LINE OF 163RD STREET AS DEDICATED, THENCE SOUTH 89 DEGREES 43 MINUTES 00 SECONDS EAST ALONG SAID (SOUTH) LINE 220 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID SOUTH LINE 41.51 FEET TO A POINT OF CURVATURE ON SAID SOUTH LINE, THENCE RASTERLY ALONG SAID SOUTH LINE BEING A CURVE TO THE LEPT HAVING A RADIUS OF 435 FRET, AN ARC DISTANCE OF 129.37 FRET TO THE WEST LINE OF BREMENTOWNS ROAD SOUTH AS DEDICATED; THENCE SOUTH 21 DEGREES, 6 MINUTES, 27 SECONDS BAST AWAY SAID WEST LINE, 144.53 FEET TO A POINT OF CURVATURE ON SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 235.04 FEET, AN ARC DISTANCE OF 86.69 FEET TO A POINT OF TANGENCY ON SAID WEST LINE; THENCE SOUTH 0 DEGREES, 1 MINUTE, 30 SECONDS WEST ALONG SAID WEST LINE, 9%.80 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 30 SECONDS WEST 236.97 FEST, THENCE NORTH O DEGREES, 1 MINUTE 30 SECONDS EAST 299.01 FEET TO THE POINT OF FIGURNING, ALL IN COOK COUNTY, ILLINOIS. Soot County

PIN: 28-19-300-074-0000

#### PARCEL II:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSIP 30 CORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COUNTRYING AT THE NORTHEAST CORNER OF SIECLAR SUBDIVISION, BRING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 19; THENCE NORTH 63 DEGREES 42 MINUTES 59 SECONDS WEST ALONG THE NORTH LINE OF SAID SIECLAR SUBJIVISION, 1029.52 FEET TO THE EAST LINE OF HARLEM AVENUE AS DEDICATED; THENCI NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE, 1202.87 FEET: TARNCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF STEPPIN RUN UNIT 2, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SAID SECTION 19, 265 37 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF BREMENTOWNE ROAD SOUTH AS DEDICATED, 212.04 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 15.97 FEET; THENCE NORTH 00 DEGREES OI MINUTES 30 SECONDS BAST ALONG A LINE WHICH IS PARALLEL WITH SAID WEST LINE OF EREMENTOWNE ROAD SOUTH, 110.50 PRET; THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS EAST 206.97 FEET, TO THE WEST LIME OF SAID BREMENTOWNE ROAD SOUTH; THENCE SOUTH 00 DEGREES 01 MINUTES 30 SECONDS WEST ALONG SAID WEST LINE 322.54 FEET, TO THE NORTH LINE OF SAID STEEPLE RUN UNIT 2; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST ALONG SAID NORTH LINE, 191.00 FRET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 28-19-300 090-0000

PARCEL III:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MORTHBAST CORNER OF SIECLAR SUBDIVISON, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 19. THENCE NORTH 89 DEGREES 42 MINUTES 59 SECONDS WEST ALONG THE NORTH LINE OF SAID SIECLAR SUBDIVISION, 1029.52 FEET TO THE EAST LINE OF HARLEM AVENUE AS DEDICATED; THENCE MORTH O DEGREES 01 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE, 1202.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST ALONG THE LAST DESCRIBED LINE 237.54 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS BAST 250.00 FRET; THENCE SOUTH 00 DEGREES 01 MINUTES 30 SECONDS WEST LONG A LINE WHICH IS PARALLEL WITH SAID EAST LINE OF HARLEM AVENUE, 25.50 FET; THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS EAST 15.97 FEET; THENCE SCOTI OO DEGREES OI MINUTES 30 SECONDS WEST ALONG A LINE WHICH IS PARALLEL WITH SAYO LAST LINE OF HARLEM AVENUE, 212.04 FEBT, TO THE MORTH LINE OF STEEDLE RUN UNIT \$1 A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SAID SECTION 19: THENCE NORT, 89 DEGREES 58 MINUTES 30 SECONDS WEST ALONG SAID NORTH LINE, 265.97 PEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 28-19-300-089-0000

PARCEL IV:

That part of the Southwest Quarter of Saction 19, Township 36 North, Range 13 East of the Third Principal Meridian, described Commencing at the Northeast corner of Sieclar as follows: Subdivision, being a subdivision of part of the Southwest Quarter of said Southwest Quarter of Section 19; theree North 890 -42'-59" West along the North line of said Sieclar Soldivision, 1029.52 feet to the East line of Harlem Avenue as didicated; thence North 000-01'-30" East along said East line, 1525.41 feet to the Point of Beginning; thence continuing North of -01'-30" East along the last described line 300 feet; to the South line of 163rd Street as dedicated, thence South 890 -43'-00" East along said South line 220 feet, thence South 00°-01'-30" West 299.01 feet, thence North 89°-58'-30" West 220 feet to the Point of Beginning. All in Cook County, Illinois.

PIN: 28-19-300-091-0000

#### PARCEL V:

The North 85.00 feet of the West 250.00 feet of that part of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of Sieclar Subdivision, being a subdivision of part of the Southwest Quarter of said Southwest Quarter of Section 19; thence north 890-42/-59\* West along the North line of said Sieclar Subdivision 1029.52 feet to the last line of Harlem Avenue as dedicated; thence North 000-01'-30% East along said East line, 1202.87 feet to the Point of Beginning; thence continuing North 000-01/-30\* East along the last described line 322.54 feet; thence South 89058'-30" East 456.97 feet to the West line of Brementowne Road South as dedicated, then South 000-01'-30" West along said West line 322.54 feet, the North line of Steeple Run Unit 2, a subdivision of part of the Southwest Quarter of said Section 19; thence North 890-58'-30" West 456.97 feet along said North line, to the Point of Beginning. ng.

Oktoo

Okto All in Cook County, Illinois.

PIN: 28-19-300-089-0000