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Cook County Recorder

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made as of the 2nd day of April, 2002, by and between 2665 NORTH HALSTED LLC, an Illinois limited liability company ("Grantor") and L.I. DEVELOPMENT, LLC, an Illinois limited liability company ("L.I.") and J&A HOLDINGS CORPORATION, an Illinois corporation ("J&A"). L.I. and J&A are hereinafter collectively referred to as "Grantee".

WITNESSETH:

WHEREAS, Grantor is the owner and legal title holder of certain real estate in the City of Chicago, County of Cook and State of Illinois, commonly known as 2665 North Halsted Street, Chicago, Illinois, which real estate is legally described in Exhibit A attached hereto and by this reference made a part hereof ("Parcel A"); and

WHEREAS, Grantee is the owner and legal title holder of certain real estate located adjacent to and immediately south of Parcel A, commonly known as 2633 North Halsted Street, which real estate is legally described in Exhibit B attached hereto and by this reference made a part hereof ("Parcel B").

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

Warren C. Laski, Esq.
1438 West Altgeld
Chicago, Illinois 60614



**PERMANENT REAL ESTATE INDEX
NUMBER(S):**

14-28-302-002; 14-28-302-003;
14-28-302-004; 14-28-302-056;
14-28-302-007; 14-28-302-008
14-28-302-057

ADDRESS OF PROPERTY:

2665 North Halsted Street
Chicago, Illinois

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WHEREAS, as of the date hereof, a sanitary sewer line (the "Sanitary Sewer") and catch basin (the "Catch Basin"), both of which service the building located on Parcel B, are located under a portion of Parcel A; and

WHEREAS, Grantor intends to construct a four-story building (the "2665 Building") on Parcel A; and

WHEREAS, in order to construct the 2665 Building, it is necessary to remove the Catch Basin and relocate the existing Sanitary Sewer to a different location under a portion of Parcel A more particularly described in Exhibit C attached hereto and by this reference made a part hereof (the "Easement Parcel"); and

WHEREAS, Grantor wishes to grant and Grantee wishes to receive a non-exclusive easement under the Easement Parcel for the purpose of permitting Grantee to maintain the relocated Sanitary Sewer within the Easement Parcel.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Grantor, at Grantor's sole cost and expense shall (i) remove the Catch Basin from Parcel A and (ii) relocate the existing Sanitary Sewer to a location under the Easement Parcel.
2. Grantor hereby grants unto Grantee, its successors and/or assigns, as an easement appurtenant to Parcel B, a non-exclusive perpetual sanitary sewer easement under the Easement Parcel for the purpose of the use, maintenance and repair of the relocated Sanitary Sewer.
3. Nothing contained in this Easement Agreement shall prohibit Grantor from constructing any improvements on, over, under, through or across the Easement Parcel and Grantor is hereby expressly permitted to construct improvements on, over, under, through or across the Easement Parcel, provided such improvements shall co-exist with the Sanitary Sewer. In no event shall any improvements constructed by Grantor or its successors and/or assigns on, over under, through or across the Easement Parcel be deemed an encroachment of the easements granted herein, it being acknowledged and agreed to by the parties hereto that Grantor intends to construct the 2665 Building on Parcel A and that a portion of such building shall be within the boundaries of the Easement Parcel.
3. Grantor, in addition to the specific easement granted in Paragraph 2 hereof, hereby grants to Grantee, its successors and/or assigns, as an easement appurtenant to Parcel B, a non-exclusive perpetual easement of ingress and egress onto and across Parcel

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A (including access to any "clean-out" for the Sanitary Sewer to be located on Parcel A), but solely to the extent necessary to replace, maintain or repair the Sanitary Sewer; provided, however, that Grantee or its employees, agents or contractors shall only make such entry onto Parcel A (i) after the giving of reasonable advanced notice to Grantor, and (ii) at times and in such a manner as to not unduly interfere with the use, enjoyment and benefit of Parcel A. Upon the completion of any work performed on behalf of Grantee pursuant to this Easement Agreement, Grantee, at its sole cost and expense, shall repair and restore Parcel A to the same condition that existed immediately prior to the commencement of such work.

4. Grantee, its successors and/or assigns shall indemnify and hold Grantor and its successors in title harmless from and against any and all costs, expenses, judgments and damages incurred as a result of any work performed by Grantee pursuant to the terms of this Easement Agreement, including without limitation, all mechanics' liens, damage to any property owned by Grantor, any personal injury and all reasonable attorney's fees court costs and expenses in connection therewith.
5. The easements conveyed herein shall run with the land and shall be binding upon the parties hereto and their respective heirs, executors, administrators, grantees, successors and assigns.
6. If any provision or provisions of this Easement Agreement shall be held to be invalid, void or illegal, the remaining provisions hereof shall, nevertheless, remain in full force and effect and not be affected thereby.
7. This Easement Agreement shall be constructed, interpreted and enforced in accordance with the laws of the State of Illinois.

{SIGNATURES ON FOLLOWING PAGE}

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

GRANTOR:

2665 NORTH HALSTED LLC
an Illinois limited liability company


By: **HALSTED HOLDINGS, LLC**
its Manager

By: **JDL DEVELOPMENT INTERESTS, LLC**
its Manager

By: 
James D. Letchinger, Manager

GRANTEE:

J&A HOLDINGS CORPORATION
an Illinois corporation

By: 
James D. Letchinger
its President

L.I DEVELOPMENT, LLC
an Illinois limited liability company

By: 
Frederick S. Latsko
its sole Manager

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS

I, the undersigned, a Notary Public for the County and State aforesaid, DO HEREBY CERTIFY that James D. Letchinger, the Manager of JDL Development Interests, LLC, the Manager of Halsted Holdings, LLC, the Manager of 2665 North Halsted LLC, 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, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said limited liability companies for the uses and purposes therein set forth.

Given under my hand and notary seal this 2nd day of April, 2002.



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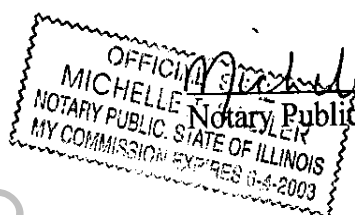
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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public for the County and State aforesaid, DO HEREBY CERTIFY that James D. Letchinger, the President of J&A Holdings Corporation, 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, sealed and delivered the said instrument as his 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 notary seal this 21 day of April, 2002.



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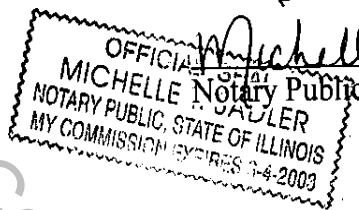
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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public for the County and State aforesaid, DO HEREBY CERTIFY that Frederick S. Latsko, the sole Manager of L.I. Development, LLC, 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, sealed and delivered the said instrument as his 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 notary seal this 2nd day of April, 2002.



Michelle J. Sadler

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EXHIBIT A

LEGAL DESCRIPTION OF PARCEL A

LOTS 12 AND 13 AND THAT PART OF LOT 14 LYING NORTH OF A LINE 37.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 15 IN BLOCK 2 IN THE SUBDIVISION OF OUTLOT "E" IN WRIGHTWOOD IN THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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EXHIBIT B

LEGAL DESCRIPTION OF PARCEL B

LOT 17 (EXCEPT THAT PART LYING NORTH OF A LINE 1.85 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 17), TOGETHER WITH LOTS 18 THROUGH 21, INCLUSIVE, IN BLOCK 2 IN THE SUBDIVISION OF OUTLOT "E" IN WRIGHTWOOD IN THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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EXHIBIT CLEGAL DESCRIPTION OF EASEMENT PARCEL

THAT PART OF LOTS 12 AND 13 AND THAT PART OF LOT 14 LYING NORTH OF A LINE 37.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 15 IN BLOCK 2 IN THE SUBDIVISION OF OUTLOT "E" IN WRIGHTWOOD IN THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

AN EASEMENT FIVE FEET IN WIDTH AND 2.50 FEET DISTANT TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE POINT OF INTERSECTION OF A LINE 37.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 15 AND THE EAST LINE OF NORTH HALSTED STREET; THENCE EASTERLY ALONG THE NORTH LINE WHICH IS 37.00 FEET NORTH AND PARALLEL TO SAID SOUTH LINE OF LOT 15, 7.34 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF EASEMENT; THENCE NORTHEAST ALONG A LINE CREATING A DEFLECTION ANGLE TO THE LEFT OF 46 DEGREES 15 MINUTES 56 SECONDS, 14.34 FEET; THENCE EASTERLY ALONG A LINE CREATING A DEFLECTION ANGLE TO THE RIGHT OF 46 DEGREES 20 MINUTE 46 SECONDS, 14.83 FEET; THENCE SOUTH PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.34 FEET TO THE SAID LINE WHICH IS 37.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 15; (OFFSET LINES ARE TO BE SHORTENED OR LENGTHENED AS NEEDED FOR THEIR INTERSECTIONS) IN SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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