

Record under PIN

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9495/0097 11 001 Page 1 of 9  
2002-07-19 12:21:14  
Cook County Recorder 37.50



MAIL TO  
Paul to:  
Michael P. Cohen  
435 W. Erie, #802  
Chicago, IL 60610  
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made as of \_\_\_\_\_, 2002 by and between Paul L. Merideth, Jr. ("Tract 1 Owner"), and Mary Czarnik ("Tract 2 Owner" and collectively with the Tract 1 Owner, the "Owners" or "Tract Owners").

RECITALS

A. Tract 1 Owner is the owner of that certain tract of land which is legally described on Exhibit A attached hereto and made a part hereof located at 1506 West Augusta Blvd., and is the owner of any buildings and improvements thereon (collectively, "Tract 1").

B. Tract 2 Owner is the owner of that certain tract of land which is legally described on Exhibit B attached hereto and made a part hereof located at 1504 West Augusta Blvd., and is the owner of any buildings and improvements thereon (collectively, "Tract 2").

C. In connection with the ownership, development, and operation of the Tracts, the Owners desire to provide nonexclusive easements appurtenant to certain of the Tracts upon, over and across the Tracts, as shown and depicted on Exhibit C.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to promote the ownership, development, and operation of the Tracts, the Owners hereby agree as follows:

1. Access Easement Grants.

a. Tract 1 Grant. Subject to the conditions and limitations hereinafter set forth, Tract 1 Owner hereby grants for the benefit of Tract 2, as well as Tract 2 Owner a nonexclusive easement appurtenant to Tract 2 upon, over and across the gangway which is a part of Tract 1 shown and depicted on Exhibit C (the "Tract 1 Gangway"), which is further described as the easternmost four (4) feet of Tract 1 running perpendicular from West Augusta Boulevard for approximately 125 feet, for the sole and exclusive purpose of providing the Tract 2 Owner, her successors and assigns, and her tenants, agents and invitees with pedestrian ingress and egress to,

from and between West Augusta Boulevard and the public alley to the north of the Tract 1 and Tract 2. The Tract 1 Owner shall provide keys to allow such access through the fenced areas of the Tract 1 Gangway.

b. Tract 2 Grant. Subject to the conditions and limitations hereinafter set forth, Tract 2 Owner hereby grants for the benefit of Tract 1, as well as Tract 1 Owner, a nonexclusive easement appurtenant to Tract 1 upon, over and across Tract 2 shown and depicted on Exhibit C (the "Tract 2 Easement Area") for the sole and exclusive purpose of providing the Tract 1 Owner, his successors and assigns, and his tenants, agents and invitees with pedestrian ingress and egress to, from and between West Augusta Boulevard and the public alley to the north of the Tract 1 and Tract 2 (to the extent necessary), as well as for the installation and maintenance of a fence along the common border of Tract 1 and Tract 2.

2. Encroachments and Obstructions.

a. Concrete Pad. The Tract 1 Owner shall allow the encroachment of the concrete pad from Tract 2 onto Tract 1 until such time as the concrete pad is destroyed, at which time any replacement of the concrete pad shall not encroach onto Tract 1. If prior to the destruction of the concrete pad, any building or structure built by Tract 2 Owner on the concrete pad shall not encroach onto Tract 1.

b. Fence. The Tract 2 Owner shall allow the obstruction of the fence on the common border of the respective Tracts.

3. Maintenance. The Tract 1 Owner, with respect to the Tract 1 Gangway and the fence, and the Tract 2 Owner, with respect to the Tract 2 Easement Area shall keep the easement areas located on his or her respective Tract in good condition and repair, and repaired and replaced consistent with the condition which existed as of the date of this Agreement. Each Tract Owner shall comply with all laws, rules, regulations and requirements of public authorities relating in any manner whatsoever to the easement areas. If any Tract Owner is not maintaining the easement areas to the standard set forth in this paragraph, any other Tract Owner benefitting from such easement area may so notify such non-performing Tract Owner, in writing, of such failure, and, if such failure has not been cured within thirty (30) days after such non-performing Tract Owner receives such notice, the non-performing Tract Owner shall be deemed in

default, and the benefitted Tract Owners shall be entitled to any and all remedies available at law or equity, including specific performance.

3. Maintenance Costs. The maintenance costs associated with the easement grants in paragraph 1 shall be borne by the burdened Tract Owner without additional contribution from the benefitted Tract Owners.

4. Indemnification. Each Tract Owner (each an "indemnifying party") shall defend, indemnify and hold harmless the other Tract Owner (the "indemnified parties") from and against any and all claims, judgments, actions, damages, fines, liabilities and expenses of every kind, nature and sort whatsoever (including reasonable attorney's fees, court costs and expenses) which may be imposed upon, incurred by or asserted against the indemnified parties or their property in connection with loss of life, personal injury and/or property damage arising from or relating to any occurrence caused by the indemnifying party, or its agents, employees, tenants, representatives, successors or assigns. With respect to any indemnification provided for hereunder, the indemnifying party shall immediately respond and take over the expense, defense and investigation of all such claims arising under this indemnity.

5. Duration. The easements, covenants, conditions and restrictions contained herein shall exist at all times hereafter, shall create mutual benefits and covenants running with the land, and shall be binding upon any owner, tenant or occupant of each Tract and their respective legal representatives, heirs, successors and assigns.

6. Sole Agreement. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by all parties. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior negotiations, discussions, writings and agreements between them or their predecessors-in-interest in connection therewith.

7. Not a Public Dedication. Nothing herein contained shall be deemed to be a grant or dedication of any portion of either Tract to or for the general public or for any public purposes whatsoever, it being the intention of Tract Owners that this Agreement shall be strictly limited to and for the purposes herein expressed.

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8. Attorneys' Fees. In the event of any controversy, claim or dispute relating to this Agreement, the prevailing party in a non-appealable judicial resolution of such controversy, claim or dispute shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

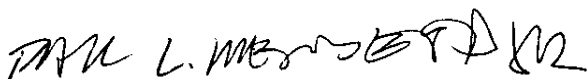
10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

11. Partial Invalidity. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby unless, as a result, the purpose and intent of this Agreement shall thereby be substantially and essentially impaired. In such event, the parties shall diligently proceed to revise this Agreement in order to again memorialize such purpose and intent.

12. Rights Reserved. Each Tract Owner reserves and shall continue to enjoy the use of its respective Tract for any purpose which does not interfere with or prevent the use by other Tract Owners of the easements herein granted.

13. Miscellaneous. Wherever a transfer occurs in the ownership of any Tract, the transferor shall have no further liability for breach of covenant occurring thereafter.

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



Paul L. Merideth, Jr.

Mary Czarnik

This instrument was prepared by  
and after recording return to:  
Synergy Law Group  
730 West Randolph, 6th Floor

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5. **Duration.** The easements, covenants, conditions and restrictions contained herein shall exist at all times hereafter, shall create mutual benefits and covenants running with the land, and shall be binding upon any owner, tenant or occupant of each Tract and their respective legal representatives, heirs, successors and assigns.
6. **Sole Agreement** This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by all parties. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior negotiations, discussions, writings and agreements between them or their predecessors-in-interest in connection therewith.
7. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a grant or dedication of any portion of either Tract to or for the general public or for any public purposes whatsoever, it being the intention of Tract Owners that this Agreement shall be strictly limited to and for the purposes herein expressed.
8. **Attorneys' Fees.** In the event of any controversy, claim or dispute relating to this Agreement, the prevailing party in a non-appealable judicial resolution of such controversy, claim or dispute shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.
9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
11. **Partial Invalidity.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby unless, as a result, the purpose and intent of this Agreement shall thereby be substantially and essentially impaired. In such event, the parties shall diligently proceed to revise this Agreement in order to again memorialize such purpose and intent.
12. **Rights Reserved.** Each Tract Owner reserves and shall continue to enjoy the use of its respective Tract for any purpose which does not interfere with or prevent the use by other Tract Owners of the easements herein granted.
13. **Miscellaneous.** Wherever a transfer occurs in the ownership of any Tract, the transferee shall have no further liability for breach of covenant occurring thereafter.

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

\_\_\_\_\_  
Paul L. Merideth, Jr.

  
Mary Czarnik



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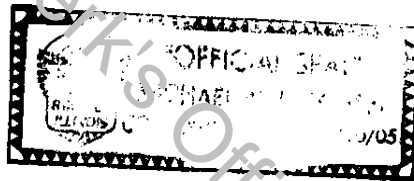
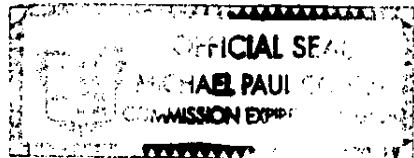
STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK        )

I HEREBY CERTIFY that on this day before me an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Mary Czarnik to me known and known to be the person described in and who executed the foregoing instrument and he severally acknowledged before me that he executed the same, that he was authorized so to do, and that such is his voluntary act and deed.

WITNESS my hand and official seal at Chicago said County and State, this 15 day of June, 2002.

[Signature]  
Notary Public

My Commission Expires \_\_\_\_\_



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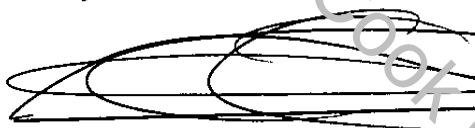
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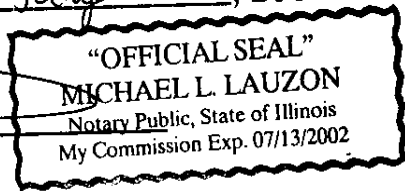
Chicago, IL 60661  
Attn: Bartly J. Loethen

STATE OF ILLINOIS            )  
  )  
COUNTY OF COOK            )

I HEREBY CERTIFY that on this day before me an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Paul L. Merideth, Jr. to me known and known to be the person described in and who executed the foregoing instrument and he severally acknowledged before me that he executed the same, that he was authorized so to do, and that such is his voluntary act and deed.

WITNESS my hand and official seal at 1506 W. Augusta  
said County and State, this 17<sup>th</sup> day of July, 2002.

  
\_\_\_\_\_  
Notary Public



My Commission Expires

STATE OF ILLINOIS            )  
  )  
COUNTY OF COOK            )

I HEREBY CERTIFY that on this day before me an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Mary Czarnik to me known and known to be the person described in and who executed the foregoing instrument and he severally acknowledged before me that he executed the same, that he was authorized so to do, and that such is his voluntary act and deed.

WITNESS my hand and official seal at \_\_\_\_\_  
said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_

Notary Public

My Commission Expires

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EXHIBIT A

TRACT 1 LEGAL DESCRIPTION

LOT 92 IN BAUWENS AND STEWART'S SUBDIVISION OF THE WEST PART OF BLOCK 20 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

17-05-309-073-0000

1506 West Augusta  
EXHIBIT B

TRACT 2 LEGAL DESCRIPTION

LOT 13 IN WELL'S SUBDIVISION OF THE EAST 88 FEET OF THE SOUTH HALF IN THE EAST 67-1/2 FEET OF THE NORTH  $\Omega$  OF BLOCK 20 IN CANAL TRUSTEES SUBDIVISION IN THE WEST  $\Omega$  OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP OF SAID WELL'S SUBDIVISION RECORDED NOVEMBER 17, 1856 AS DOCUMENT 77882 IN BLOCK 125 MAPS, PAGE 47 IN COOK COUNTY, ILLINOIS; AND COMMONLY KNOWN AS 1504 WEST AUGUSTA, CHICAGO, ILLINOIS.

17-05-309-074-0000  
EXHIBIT C

Easement Areas

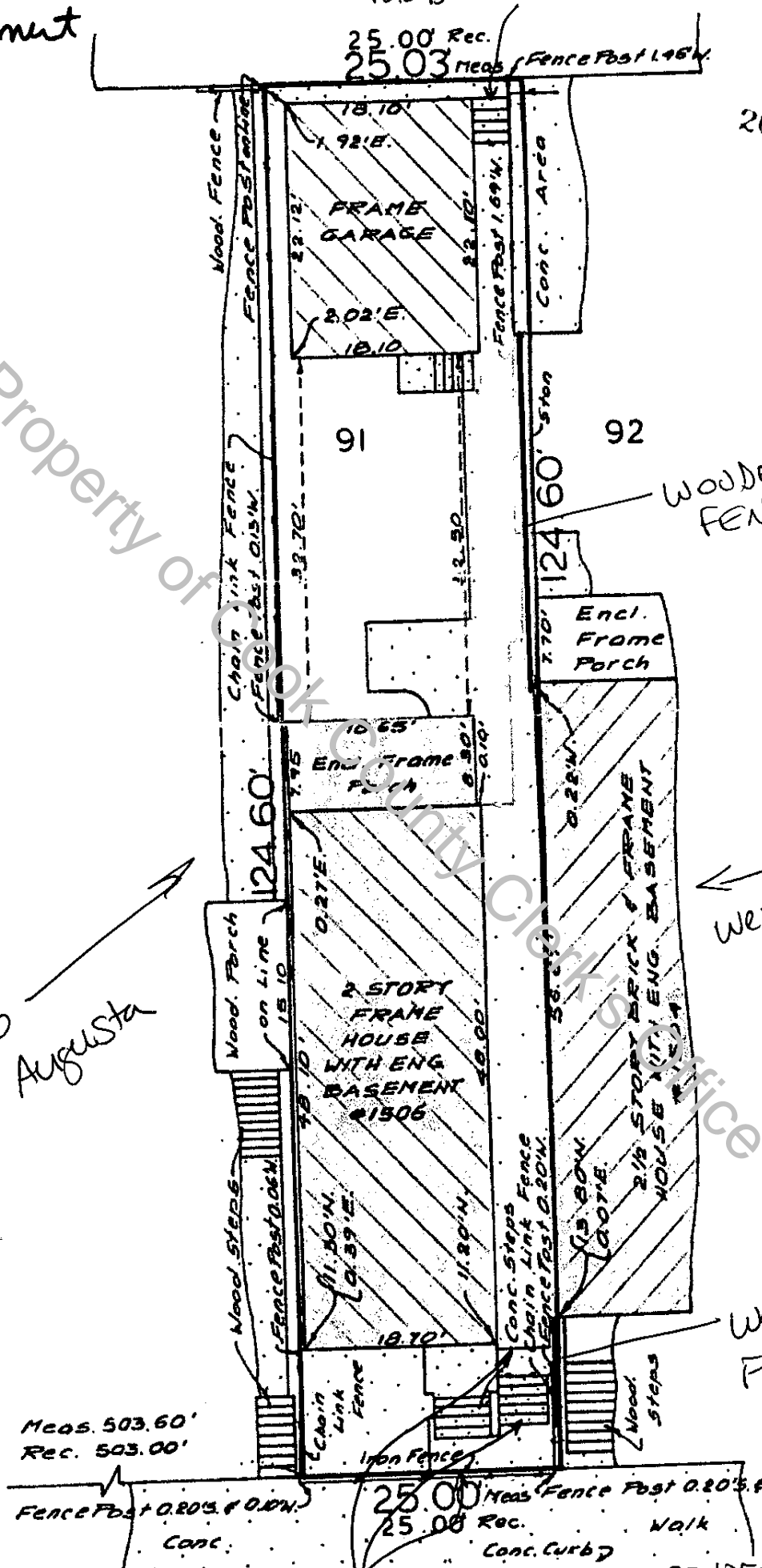
Please see attached



EXHIBIT "C"  
Easement Agreement

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20793426  
ALLEY (ACCESS) TO GANGLWAY  
FOR BENEFIT OF TRACT 2 OWNERS

Property of Cook County Clerk's Office



1506 West Augusta

1504 West Augusta