

This Instrument Prepared by and  
After Recording Return to:

Eloy Burciaga  
111 West Washington  
Suite 737  
Chicago, IL 60602



**DECLARATION OF EASEMENT  
RECIPROCAL EASEMENT AGREEMENT**

THIS DECLARATION ("*Agreement*"), is made and entered into as of the 30th day of September, 2002, by 4344 Winchester, LLC, an Illinois Limited Liability Company (4344) and 1945 Montrose, LLC, an Illinois Limited Liability Company (1945).

RECITALS:

A. Whereas, 4344, is the owner of that certain real property located at 4344 N. Winchester, Chicago, Illinois, and more particularly described as follows: Lots 2 to 4 in Block 3 in Foster's Montrose Boulevard Subdivision, being a resubdivision of part of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of the Chicago and Northwestern Railroad right of way and except streets heretofore dedicated, reference being had to the Plat of said subdivision recorded May 9, 1905 as Document No. 3692294, in Cook County, Illinois. PIN, 14-18-400-018-0000 (Winchester); and

B. Whereas, 1945, is the owner of certain real property located at 1945 W. Montrose, Chicago, Illinois, and more particularly described as follows: Lot 1 in Block 3 in Foster's Montrose Boulevard Subdivision, being a resubdivision of part of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of the Chicago and Northwestern Railroad right of way and except streets heretofore dedicated, reference being had to the Plat of said subdivision recorded May 9, 1905 as Document No. 3692294, in Cook County, Illinois. PIN, 14-18-400-017-0000 (Montrose); and

C. Whereas, the parties are desirous of creating a reciprocal Easement by and between themselves, whereby each of the foregoing parcels will be benefited and burdened;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Reciprocal Easement.** Subject to the provisions of Paragraph 3 below, the parties hereby declare and confirm a, non-exclusive easement (the "*Easement*") on, over, under, across and through that portion of the Property depicted in paragraph 2 herein (the "*Easement Area*"), for purposes of having ingress and egress to either of the properties located at 1945 W. Montrose, Chicago, Illinois and 4344 N. Winchester, Chicago, Illinois, as described in paragraph 2 below.

2. **Easement Area.** The Easement Area constitutes the rear porch structure on the south wall of the 1945 W. Montrose property sharing a joint deck with the rear porch structure on the north wall of the 4344 N. Winchester property, sharing a common rear entry door in the alley located on the west side of both properties herein.

3. **Termination of Agreement.** This Agreement and the parties' rights hereunder shall terminate upon reconfiguration of the current rear porch structure currently adjoining both properties in such manner as to separate the new rear porch structures within their respective lot line and with its own rear porch entry thereto. Upon completion of any such rear porch separation, the parties shall execute and deliver an agreement evidencing such termination, such easement termination agreement to be placed of record in the office of the Cook County Recorder.
4. **Indemnity and Insurance.** To the extent permitted by law, each of the parties shall indemnify and hold the other and any lender of record harmless from and against all claims, expenses or liabilities in respect of damage to person or property sustained by either resulting from the acts or omissions of the other, its agents, licensees, invitees or employees in the Easement Area. Each party, at their own expense, shall procure and maintain property, casualty, and liability insurance for their respective properties. Upon reasonable request, proof of insurance shall be provided to the other party.
5. **Code Violations.** In the event any government agency notifies a party of a violation of a statute, ordinance, rule, or regulation, then notice shall be immediately provided to other party and each lender of record.
6. **Failure to Perform.** In the event either party shall fail to perform its obligations under this Agreement, the other may send notice setting forth the obligation that such party has failed to perform. In the event such obligation is not performed within thirty (30) days after receipt of such notice, then the noticing party, upon five (5) days' notice to noticed party, shall have the right to perform the same. In the event failure to perform any repair or maintenance causes an emergency, or performance of such repair or maintenance is necessary to prevent or relieve an emergency, then the notice required to be given hereunder need only be such reasonable notice, if any, as is warranted by the nature of the specific condition involved. If appropriate action is not timely taken by the noticed party, then noticing party shall be entitled immediately to perform such repair or maintenance. In the event the noticing party performs any of the obligations of the noticed party as provided above, the noticing party, in addition to any other remedies it may have in law or at equity, shall be reimbursed by defaulting party within thirty (30) days of presentation of an invoice therefor. Copies and any notices issued pursuant to Paragraph 6 herein shall be served likewise to lenders of record.
7. **No Lien.** Neither party shall permit any lien to stand against the Easement Premises, the Property or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Premises or the Property at the direction or sufferance of either party. In the event of any such lien attaching to the Easement Premises, the Property or any improvements thereon, the liened party shall immediately have such lien released and failure to do so shall constitute a breach of this Agreement.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.
9. **Severability.** If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement, which shall be enforced to the full extent allowed by law.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Illinois, without regard to conflicts of law principles.

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11. Modification of Agreement. Any modification of this Agreement shall be binding only if evidenced by a writing signed by each party hereto. This agreement may not be modified or waived without the prior written consent of any mortgagees of record.

12. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute but one document.

13. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to 4344: 111 W. Washington Street, Suite 737, Chicago, IL 60602

If to 1945: 111 W. Washington Street, Suite 737, Chicago, IL 60602

Addresses and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

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

GRANTOR:

4344 WINCHESTER, LLC

Name: Eloy B. Burciaga, member  
ELOY BURCIAGA

Name: Patricia A. Burciaga, member  
PATRICIA A. BURCIAGA

LENDER'S ACKNOWLEDGEMENT:

THE NORTHERN TRUST COMPANY

By: Carey Jones Jr.

Name: Carey Jones Jr.

Its: Vice President

GRANTEE:

1945 MONTROSE, LLC

Name: Eloy B. Burciaga, sole member  
ELOY BURCIAGA

LENDER'S ACKNOWLEDGEMENT:

CITIBANK, F.S.B.

By: [Signature]

Name: Daniel D. Donnelly

Its: Vice President

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STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK        )

I, MARIA C. BARRERA, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Eloy Burciaga and Patricia A. Burciaga, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of September, 2002.

Maria C. Barrera  
Notary Public

My Commission Expires: 8-5-05



County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

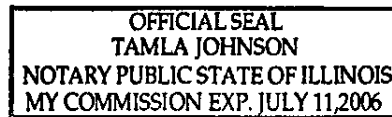
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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carey Jones Sr., personally known to me to be the Vice President of **THE NORTHERN TRUST COMPANY**, a \_\_\_\_\_, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer, (s)he signed and delivered said instrument as such officer of said entity, pursuant to authority, given by the Board of Directors of said entity as his/her free and voluntary act, and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25 day of October, 2002.

Tamla Johnson  
Notary Public

My Commission Expires: 7/11/06



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DANIEL D. O'MALLEY, personally known to me to be the VICE PRESIDENT of **CITIBANK, F.S.B.**, a \_\_\_\_\_, and 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 as such officer, (s)he signed and delivered said instrument as such officer of said entity, pursuant to authority, given by the Board of Directors of said entity as his/her free and voluntary act, and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30TH day of SEPTEMBER, 2002.

Joyce R. Benjamin  
Notary Public

My Commission Expires:

