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

Kristin L. Dunlap, Esq.  
Horwood Marcus & Berk Chartered  
180 North LaSalle Street, Suite 3700  
Chicago, Illinois 60601



Doc#: 0616518050 Fee: \$40.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/14/2006 02:35 PM Pg: 1 of 9

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made as of this 8<sup>th</sup> day of June, 2006 by and between David Scott ("2023 Owner") and 2021 West Moffat LLC, an Illinois limited liability company ("2021 Owner," who together with the 2023 Owner are sometimes collectively referred to as the "Owners" or individually as an "Owner").

A. The 2021 Owner is the holder of legal title to a certain parcel of land in the City of Chicago ("City"), County of Cook and State of Illinois that is legally described on Exhibit A attached hereto and made a part hereof and commonly known as 2021 W. Moffat ("2021 Moffat");

B. The 2023 Owner is the holder of legal title to a certain parcel of land in the City, County of Cook and State of Illinois, which lies West of and adjoins 2021 Moffat and is legally described on Exhibit B attached hereto and made a part hereof, commonly known as 2023 W. Moffat ("2023 Moffat"). 2021 Moffat and 2023 Moffat are hereinafter sometimes collectively referred to as the "Lots");

C. The Developer wishes to establish, construct and maintain, for the benefit of 2021 Moffat, in and under the Lots, a stormwater drainage pipe and related facilities (collectively, the "Storm Water Drainage Facilities"); and

D. In connection with the construction and installation of the Storm Water Drainage Facilities, the 2023 Owner has agreed to grant the 2021 Owner and, for a limited time during construction and for one year thereafter, the 2021 Owner's Contractor, Peak Construction LLC, an Illinois limited liability company ("Peak"), an easement over, upon, under and through a certain portion of 2023 Moffat for the installation and maintenance of the Storm Water Drainage Facilities, all as more fully set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

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1. Grants of Easements. The 2023 Owner hereby grants and conveys to the 2021 Owner and Peak a temporary construction easement over, across, under and through the east four feet of 2023 ("Easement Area") for the installation of the Storm Water Drainage Facilities and to the 2021 Owner, in perpetuity, an easement over, across, under and through the Easement Area for the maintenance, repair and replacement of the Storm Water Drainage Facilities.
2. Maintenance. 2021 Owner shall be responsible for the maintenance and repair of the Storm Water Drainage Facilities. All maintenance and repair of the Storm Water Drainage Facilities shall be made so as to interfere as little as practicable with 2023 Owner's use and enjoyment of 2023 Moffat.
3. Notice of Work. Prior to commencing repairs or performing maintenance on the Storm Water Drainage Facilities (except in the event of an emergency) the 2021 Owner or Peak, as the case may be, shall notify the 2023 Owner.
4. Covenants Running with the Land. All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the Lots and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
5. Insurance. Peak and 2021 Owner shall maintain insurance during the construction and installation of the Storm Water Drainage Facilities and each of them covenants and agrees not to suffer or permit any mechanics' or materialmen's liens or other liens to be placed against 2023 Moffat with respect to the construction and installation of the Storm Water Drainage Facilities.
6. Entire Agreement, Amendments, Waivers and Termination. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement and the rights and easements granted hereunder (except as to the Developer) shall be perpetual and are effective from and after the date hereof. This Agreement and the easements and rights granted hereunder may be terminated, modified, or amended only by a written document recorded in the Office of the Recorder of Cook County, Illinois, signed by the Owners.
7. Further Assurances. The parties agree to execute, acknowledge and deliver all instruments and assurances and to take all such further action as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby; provided, however, that any further act, instrument or assurance does not adversely affect the economic position, or create any potential liability on the part of the party requested to furnish such further act, installment or assurance.
8. Headings/Recitals. The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof. The Recitals set forth at the beginning of this Agreement are incorporated into the Agreement.

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9. Construction. The rule of strict construction does not apply to the grants herein. The grants herein shall be given a reasonable construction to carry out the intention of the parties hereto to confer a commercially usable right of enjoyment on each Owner.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws, but not the conflict of laws provisions, of the State of Illinois. If any clause, sentence or other portion of the terms, conditions, covenants and restrictions herein becomes illegal, null or void, for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions of this easement shall remain in full force and effect.

[Signature page to follow]

Property of Cook County Clerk's Office

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

2021 OWNER

2023 OWNER

2021 West Moffat LLC, an Illinois limited liability company

By: \_\_\_\_\_

Robert Baum, Manager

\_\_\_\_\_  
David Scott

Property of Cook County Clerk's Office


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

2021 OWNER

2023 OWNER

2021 West Moffat LLC, an Illinois limited liability company

  
\_\_\_\_\_

By: \_\_\_\_\_  
Robert Baum, Manager

David Scott

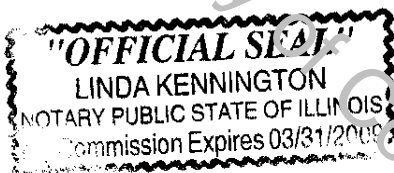
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STATE OF ILLINOIS     )  
   )  
 COUNTY OF COOK        )     SS

I, the undersigned, a notary public in and for said County in the State aforesaid, do hereby certify that Robert Baum, 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 and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 6<sup>th</sup> day of June, 2006.



*Linda Kennington*  
 \_\_\_\_\_  
 Notary Public

Commission expires: 3/31/09

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STATE OF ILLINOIS        )  
   )  
 COUNTY OF COOK         )       SS

I, the undersigned, a notary public in and for said County in the State aforesaid, do hereby certify that Robert Baum, 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 and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 8<sup>TH</sup> day of June, 2006.



Jason Saltzman  
 Notary Public  
 Commission expires: 10/12/06

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## EXHIBIT A

### 2021 MOFFAT LEGAL DESCRIPTION

LOT 21 IN BLOCK 18 IN PIERCE'S ADDITION TO HOLSTEIN IN SECTION 31,  
TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

PIN: 14-31-317-020-0000

Commonly known as 2021 W. Moffat, Chicago, Illinois



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## EXHIBIT B

### 2023 MOFFAT LEGAL DESCRIPTION

LOT 20 IN BLOCK 18 IN PIERCE'S ADDITION TO HOLSTEIN IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-31-317-019-0000

Commonly known as 2023 W. Moffat, Chicago, Illinois