



This Document Prepared by,
and upon recording return to:
John R. Grier
Winston & Strawn, LLP
35 W. Wacker Drive
Chicago, IL 60601

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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/01/2008 08:25 AM Pg: 1 of 6

File Title 586428

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made by and between BARRY WARD and OLIVIA WARD, husband and wife (hereinafter referred to as "Licensor") and Kenneth Neumann, (hereinafter referred to as "Licensee").

The following recitals of fact are a material part of this Agreement:

- A. Licensor is the owner of a certain parcel of land in the City of Chicago, County of Cook and State of Illinois, legally described in Exhibit A attached hereto (hereinafter referred to as "Parcel 1").
- B. Licensee is the owner of an adjacent parcel of land in the City of Chicago, County of Cook and State of Illinois, legally described in Exhibit B attached hereto (hereinafter referred to as "Parcel 2").
- C. Licensee has constructed a wooden gate, planted shrubbery and flowers and made other encroachments onto Parcel 1 (collectively, the "Encroachments").
- D. Licensor is willing to permit such Encroachments to remain subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which are hereby acknowledged, the following grants, agreements and covenants are made:

1. Grant of License. Licensor hereby licenses to Licensee, and its successors and assigns, a license on Parcel 1 for the Encroachments existing as of the date of this Agreement other than the gas grill owned by Licensee which shall not be located on Parcel 1. Licensee shall not have the right to further encroach on Parcel 1 by virtue of this Agreement or otherwise, provided, however, Licensee may rebuild or restore the wooden gate in its present location should it be damaged or destroyed.
2. No Property Rights. Licensee hereby waives and disclaims any property interest it may have acquired in Parcel 1 by virtue of the Encroachments. Without limiting the foregoing,

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Licensor for itself and its successors and assigns waives any claim of adverse possession as to any part of Parcel 1.

3. Repair and Maintenance. Licensee shall maintain the Encroachments in good condition and repair and in compliance with all applicable laws at its sole cost and expense.

4. Indemnification. Licensee shall indemnify, defend and save Licensor harmless from any and all liability, cost and expense, including (but not limited to) costs of litigation and reasonable attorneys' fees, which may arise from bodily injury, property damage or from whatever nature or cause relating to the Encroachments.

5. Release of Agreement. This License may only be terminated in the event (i) all or any portions of the Encroachments are removed (except in connection with a repair or rebuilding of the gate as provided above); (ii) the home currently located on Parcel 2 is destroyed or torn down; or (iii) Licensor relocates the air conditioner units to a side of the house located on Parcel 1 which does not face the house located on Parcel 2; or (iv) the Licensor and Licensee mutually agree to terminate the License, in which case the license rights granted herein shall automatically revert to Licensor its successors and assigns (as to the applicable portions of Parcel 1 in the event of a partial removal of encroachments pursuant to subparagraph (i) above), and Licensee shall release the license rights thereto granted herein.

6. Prior Agreements. This Agreement supercedes any prior agreements concerning the Encroachments or any rights of Parcel 2 or its owner concerning Parcel 1 or its owner.

7. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the 19 day of June, 2006.

GRANTOR:

Barry Ward
Barry Ward

Olivia Ward
Olivia Ward

GRANTEE:

Kenneth R. Neumann
Kenneth R. Neumann

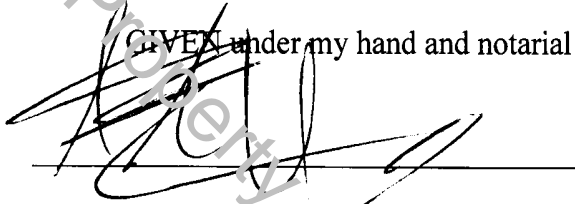
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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Stephen E. Vargo, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Barry Ward and Olivia Ward, 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, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of June, 2006.



Notary Public

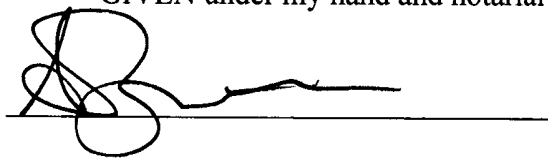


My Commission Expires: _____

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

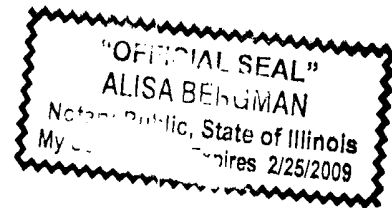
I, Alisa Bergman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth Neumann, personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of June, 2006.



Notary Public

My Commission Expires: _____



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EXHIBIT "A"

LOT 415 AND THE WEST ½ OF LOT 414 IN JOHN P. ALTGELD'S SUBDIVISION OF BLOCKS 1, 2, 3, 4, 7 AND THE NORTH ½ OF BLOCK 6 IN SUBDIVISION OF THAT PART LYING NORTH EASTERLY OF CENTER LINE OF LINCOLN AVENUE IN THE NORTHWEST ¼ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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Exhibit B

Legal Description

LOT 416 IN JOHN P. ALTGELD'S SUBDIVISION OF BLOCKS 1, 2, 3, 4, 7 AND NORTH HALF OF BLOCK 6 IN SUBDIVISION OF THAT PART LYING NORTH EASTERLY OF CENTER LINE OF LINCOLN AVENUE IN NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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