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**PREPARED BY AND
AFTER RECORDING RETURN
TO:**
Joel G. Meyers
Schain, Burney, Ross
& Citron, Ltd.
222 N. LaSalle, Ste. 1910
Chicago, IL 60601



0705444051

Doc#: 0705444051 **Fee:** \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/23/2007 03:02 PM Pg: 1 of 11

Above space for Recorder's use only

RE-RECORDING OF EASEMENT AGREEMENT
AND RESTRICTIVE COVENANT

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This instrument prepared by
and after recording,
please return to:

Doc#: 0635602300 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/22/2006 01:49 PM Pg: 1 of 8

Joel G. Meyers
Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street
Suite 1910
Chicago, Illinois 60601

EASEMENT AGREEMENT AND RESTRICTIVE COVENANT

This EASEMENT AGREEMENT AND RESTRICTIVE COVENANT (the "Agreement") is made and entered into this 31st day of October, 2006, by and between **AMALGAMATED BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 5141 and ANNA MARIE DE LEO, AS BENEFICIARY** (collectively, "Grantor") and **RONALD S. VENTURA** ("Grantee").

RECITALS:

A. Grantor is the owner of the real property located in the City of Chicago, County of Cook and State of Illinois, commonly known as 720 South May Street and legally described on Exhibit A attached hereto and made a part hereof (the "Grantor Parcel");

B. Grantee is the owner of the tract of land directly to the north and adjacent to the Grantor Parcel, legally described on Exhibit B attached hereto and made a part hereof and commonly known as 71st South May Street, Chicago, Cook County, Illinois (the "Grantee Parcel");

C. Grantor desires to grant and Grantee desires to receive an easement on, over, under and across that portion of the Grantor Parcel legally described on Exhibit C attached hereto and made a part hereof (the "Easement Area") for the purposes of having access to the Grantee Parcel and using the Easement Area as a walkway;

D. Grantor and Grantee desire that no structures or improvements be built on, above, across or under the Easement Area.

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) in hand paid by Grantee to Grantor, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

CHICAGO TITLE LAND TRUST COMPANY
SUCCESSOR TRUSTEE TO

FIRST AMERICAN TITLE
ORDER # 1SD7139
3/3

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1. Grantor hereby grants, remises and quit-claims to Grantee, its successors and assigns, as an easement appurtenant to the Grantee Parcel, a perpetual, non-exclusive easement for access to and from the Grantee Parcel on, over, across and under the Grantor Parcel within the Easement Area, and the right to enter upon the Easement Area for all access-related purposes, including, but not limited to, ingress and egress to and from the Grantee Parcel across the Easement Area, and using the Easement Area as a walkway.

2. Except as expressly granted herein, Grantor retains all rights as owner of the Easement Area, including the right to use the Easement Area for all purposes not inconsistent herewith.

3. From and after the date of recording of this Agreement and continuing on a perpetual basis, Grantor, on behalf of itself, its successors and assigns, covenants and agrees that Grantor shall not construct or install, or allow the construction or installation of, any structures or improvements on, above, across or under the Easement Area.

4. The restrictions contained in Paragraph 3 hereof are for the benefit of Grantee and run with the Grantor Parcel and the Grantee Parcel, and are for the benefit of and binding upon all successive owners and occupants of the Grantor Parcel and the Grantee Parcel.

5. The parties hereto, including their successors and assigns, shall be entitled to specific performance of all rights granted hereby. In the event that either party fails to abide by the terms hereof, the other party shall be entitled to all applicable remedies at law or in equity, including, but not limited to, restraining orders, temporary and permanent injunctions and damages for destruction or injury to any person or property.

6. In the event of any dispute hereunder, resulting in a lawsuit, the prevailing party in such suit shall be entitled to reimbursement for all reasonable costs and expenses, including without limitation, a reasonable sum for attorneys' fees.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and in accordance with the usage in said State regarding easements. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties is carried out.

8. If any term, provision, covenant or condition in this instrument shall be or be held to be invalid, whether in general or as to any particular situation or circumstance, the remainder of this instrument and the applicability to any other situation or circumstance, as the case may be, shall not be invalidated or terminated thereby, but shall remain in full force and effect for all intents and purposes as though such invalid term, provision, covenant or condition had never been. If any of the covenants or rights created by this instrument would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now-living lawful descendants of George W. Bush, President of the United States of America.

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9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, agents, personal representatives, licensees, invitees, lessees, successors and assigns, and shall continue as a servitude running with the land in perpetuity unless and until terminated.

10. Whenever a transfer of ownership of either the Grantor Parcel or the Grantee Parcel takes place, the transferor shall have no liability for the breaches of the covenants set forth in this Agreement occurring after the date of such transfer.

11. Any notices that the parties hereto may be required, or may desire to give hereunder, shall be in writing and shall be delivered at the respective addresses set forth above. Notice may be given by personal delivery, nationally-recognized overnight courier, or by United States Certified or Registered Mail, return-receipt-requested, postage pre-paid. Notice shall be deemed to be duly given on the date of actual receipt if by personal delivery or nationally-recognized overnight courier, and three (3) days after posting in the United States mail if by Certified or Registered Mail. A party may from time to time specify any other address at its address for receipt of notices hereunder by sending a notice to the other party in the manner provided above.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

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

CHICAGO TITLE LAND TRUST COMPANY

GRANTOR: SUCCESSOR TRUSTEE TO _____

AMALGAMATED BANK OF CHICAGO, AS TRUSTEE NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER TRUST NO. 5141 AND NOT PERSONALLY

4
00223

By: [Signature]
Name: KARINA MICHEL
Title: ASST V

ATTEST:

By: Attestation not required
Name: pursuant to corporate by-laws
Its: _____

[Signature]
ANNA MARIE DELEO

GRANTEE:

RONALD S. VENTURA

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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

GRANTOR:

**CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO
AMALGAMATED BANK OF CHICAGO, AS
TRUSTEE NOT INDIVIDUALLY, BUT AS
TRUSTEE UNDER TRUST NO. 5141 AND NOT
PERSONALLY**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Its: _____

ANNA MARIE DELEO

GRANTEE:



RONALD S. VENTURA

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STATE OF ILLINOIS)

) SS.

COUNTY OF COOK

I, S. MCKINLEY, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that, ~~KAREN MCH~~ Rest VP of **CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO AMALGAMATED BANK OF CHICAGO, AS TRUSTEE NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER TRUST NO. 5141 AND NOT PERSONALLY**, 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/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17 day of November, 2006.

Surrajina McKinley
Notary Public



STATE OF ILLINOIS)

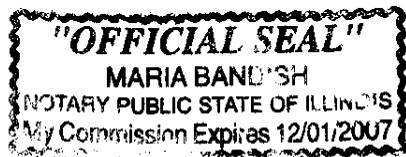
) SS.

COUNTY OF COOK)

I, Maria Bandish, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that, **ANNA MARIE DELFO**, 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/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17 day of November, 2006.

Maria Bandish
Notary Public

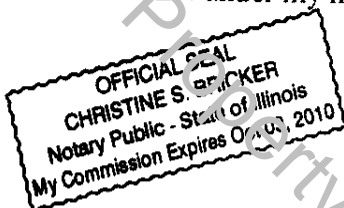


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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Christine S. Bricker, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that, **RONALD S. VENTURA**, 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/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of November, 2006.



Christine S. Bricker
Notary Public

County of Cook County Clerk's Office

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EXHIBIT A

GRANTOR PARCEL

LOTS 16, 17, 18 AND 19, AND THE EAST 32.0 FEET OF LOTS 38, 39, 40, 41 AND ALSO THAT PART OF THE VACATED 8 FOOT ALLEY LYING EAST OF AND ADJOINING SAID LOTS 38 THROUGH 41 BOTH INCLUSIVE ALL IN C. J. HULL'S SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

GRANTEE PARCEL

LOTS 20 AND 21 AND THE EAST 32.0 FEET OF LOTS 36 AND 37 AND ALSO THAT PART OF THE VACATED 8 FOOT ALLEY LYING EAST OF AND ADJOINING SAID LOTS 36 AND 37 BOTH INCLUSIVE ALL IN C.J. HULL'S SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

EASEMENT AREA

THE NORTH 5.00 FEET OF TRACT OF LAND COMPRISED OF LOT 19 AND THE EAST 32.00 FEET OF LOT 38 AND ALSO THAT PART OF THE VACATED 8 FOOT ALLEY LYING EAST OF AND ADJOINING LOT 38, ALL IN C. J. HULL'S SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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