



Doc#: 0714510102 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/25/2007 03:48 PM Pg: 1 of 6

After recording return to:
Patrick K. Dahl
Dahl & Bonadies
225 W. Washington, Suite 1640
Chicago, Illinois 60606

RECIPROCAL EASEMENT AGREEMENT

This Agreement is entered into between Lesly Benodin ("Benodin") and Dwight Hopkins and Linda Thomas (the "Hopkins/Thomas") (individually referred to as "Party" or collectively as "Parties"), on and of this 5th day of March, 2007.

INTRODUCTION

WHEREAS, Benodin is the sole owner of real property located at 4539 South Lake Park Avenue, Chicago, Illinois (the "Lake Park Property"), and more fully described as follows:

THE SOUTH 20 FEET OF THE NORTH 30 FEET OF LOT 87 IN KENWOOD SUBDIVISION IN THE SOUTHEAST 1 QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 20-02-404-076-0000

WHEREAS, Hopkins/Thomas are the owners of real property located at 4537 South lake Park Avenue, Chicago, Illinois 60653 (the "Adjacent Property") and more fully described as follows:

LOT 88 (ACCEPT THE NORTH 40 FEET THEREOF) AND THE NORTH 10 FEET OF LOT 87 IN KENWOOD SUBDIVISION IN THE SOUTHEAST 1 QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 20-02-404-075-000

WHEREAS, disputes have arisen between Benodin, on the one hand, and Hopkins/Thomas, on the other, with respect to the encroachments by improvements of certain portions of the building located on the Adjacent Property upon the Lake Park Property;

RECORDED FEE 34.00
DATE 5-25-07 COPIES _____
OK BY _____

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WHEREAS, the Parties previously entered into a "Settlement Agreement" dated _____, pursuant to which Benodin and Hopkins/Thomas agreed, in part, to enter into an "Easement Agreement" ("EA") (the "Settlement Agreement" is attached hereto as Exhibit A and incorporated by reference"); and

WHEREAS, this Agreement is intended to serve as and satisfy the obligation in the "Settlement Agreement" with respect to the EA.

AGREEMENTS

Benodin, and Hopkins/Thomas, in consideration for the Agreements, promises, undertaking, representations and warranties set forth below, agree as follows:

1. **Incorporation of Introduction and Definitions.** The Parties repeat the statements set forth above in the "Introduction" as though fully set forth herein.
2. **Easements created by this Agreement.** Under the terms of this document, Benodin hereby grants Hopkins/Thomas and all future owners of the Adjacent Property an easement of use upon the Lake Park Property for the benefit of the Adjacent Property. Specifically, Benodin hereby grants Hopkins/Thomas an easement upon the Lake Park Property to allow them to maintain the building and other structures and improvements which comprised the single family residence located primarily upon the Adjacent Property in their present condition. More specifically, Benodin grants an easement for the benefit of the Adjacent Property to allow the portions of the brick mortar and other improvements more completely identified and depicted in the survey attached hereto as Exhibit A, to remain in their present state.
3. **Scope of Easement.** This easement is designed to specifically maintain the status quo. The easement is designed solely for the purpose of allowing the existing structure located upon the Adjacent Property to remain in its present location and not be subject to any further claims, demands actions, or rights of any current or future owners or interest holders of the Lake Park Property.

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4. **Duration of Easement.** The easement established in paragraph 2 shall exist for as long as the building and improvements remain on the Adjacent Property. In the event that the structure ceases to exist for any reason, this easement shall terminate.

5. **Relationship with other Agreements.** This Agreement is not intended to modify, amend or change the terms of the "Settlement Agreement" except that this Agreement is intended to satisfy the Parties obligations under the "Settlement Agreement" to have entered into the REA.

6. **General Provisions.**

A. **Independent Representation.** In connection with the negotiation, drafting and execution of this agreement, the Parties have been represented by their own independent legal counsel.

B. **Collaborative Drafting.** This Agreement represents the collaborative drafting of the Parties through their respective attorneys. Accordingly, neither this Agreement nor any provision of this Agreement shall be deemed to have been drafted by any one Party or that Party's attorney.

C. **Agreement Complete.** This Agreement is complete and reflects all of the agreements, representations and warranties between the Parties.

D. **No Reliance.** The Parties represent and warrant to each other that none of them have relied upon any representation or warranty made by any Party, whether orally or in writing, pertaining to the matters set forth in this transaction, except to the extent that such representation or warranty is expressly set forth in the terms of this Agreement.

E. **No Amendment Except in Writing.** This Agreement may only be amended, changed or modified by a writing executed by the Parties.

F. **Binding on Successors And Assigns.** This Agreement is binding upon the successors and assigns of the Parties. The Parties represent and warrant that there has been

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no assignment or other transfer of any interest in any claims which they might have or may have had against each other.

G. Covenants Run with the Land. The covenants, easements, agreements, promises and duties of each of the Parties set forth in this Agreement, shall be construed as covenants that, to the fullest extent legally possible, all such covenants shall run with the land and be enforceable against both the covenantor and the land or constitute equitable service as between the property of the respective covenantor and serviant tenement, and the property of the respective covenantee and the dominant tenement.

H. Enforceability Conditioned Upon Execution And Delivery. In order for this Agreement to become effective, all of the Parties must sign the Agreement and the fully executed Agreement must be delivered to all of the Parties or to their respective agents or attorneys.

I. Illinois Law. This Agreement is deemed to have been entered into at Cook County, Illinois and shall be governed by the laws of the State of Illinois.

J. Headings. The headings set forth in this Agreement are for the convenience of the Parties and should not be consulted in connection with the interpretation of this Agreement.

K. Counterparts. This Agreement may be executed in counterparts.

L. Recordation of this Agreement. This Agreement shall be recorded at the Cook County Recorder of Deeds against the permanent index numbers of the Adjacent Property and the Lake Park Property, and the costs will be squared equally between the Parties

M. Warranty. (i) Benodin represents and warrants that he is the legal owner of the Lake Park Property and that no other individual or entity has an ownership interest in the Lake Park Property. Benodin further acknowledges that he has full authority to execute this Agreement and bind the Lake Park Property to the terms and conditions of this Agreement. (ii)

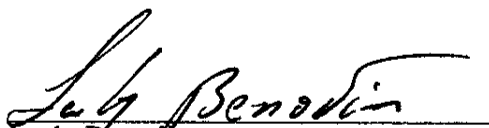
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Hopkins/Thomas represent and warrant that they are the legal owners of the Adjacent Property and that no other individual or entity has an ownership interest in the Adjacent Property.

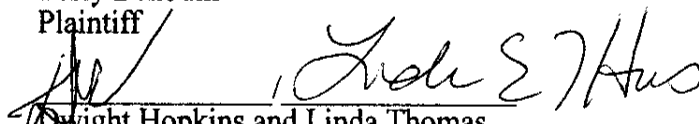
Hopkins/Thomas further acknowledge that they have full authority to execute this Agreement and bind the Adjacent property to the terms and conditions of this Agreement.

N. **Additional Documents.** The Parties agree that to execute any additional documents, if needed, to fulfill the terms of this Agreement.

Dated: 03-25-07


Lesly Benodin
Plaintiff

Dated: 5/25/07


Dwight Hopkins and Linda Thomas
Defendants

Property of Cook County Clerk's Office

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OVERSIZE

**EXHIBIT
FORWARD
TO PLAT COUNTER
FOR SCANNING**

Property of Cook County Clerk's Office

RECORDED DATE _____

CASHIER # / NAME _____