



Doc#: 0911034064 Fee: \$86.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/20/2009 01:17 PM Pg: 1 of 9

EASEMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of April 9, 2009 by and between CHICAGO CHARTER SCHOOL FOUNDATION, an Illinois not-for-profit corporation ("CCSF"), whose address is 228 South Wabash Avenue, Suite 500, Chicago, Illinois 60604, and CATHOLIC BISHOP OF CHICAGO ("Owner"), whose address is 835 North Rush Street, Chicago, Illinois 60611.

WITNESSETH

WHEREAS, Owner has conveyed to CCSF fee simple title to that certain tract of land legally described on Exhibit "A" attached hereto (the "CCSF Property") and has retained ownership of that certain tract of land legally described on Exhibit "B" attached hereto ("Owner's Property"); and

WHEREAS, CCSF also owns fee simple title to the property commonly known as the Ralph Ellison School located at 8001 South Honore, Chicago, Illinois ("Ellison School"), which property legally described on Exhibit "C" attached hereto, and is located to the north and west of the Owner's Property; and

WHEREAS, Owner wishes to grant, and CCSF wishes to receive an easement for ingress and egress upon, over, under and across the western portion of the Owner's Property as hereinafter provided;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby enter into the following grants, agreements, covenants and restrictions:

1. Ingress and Egress Easement. Owner hereby grants to CCSF the perpetual right of pedestrian ingress and egress across that portion of the Owner's Property legally described on Exhibit "D" attached hereto and made a part hereof (the "Easement Parcel") to and from the CCSF Property and the Ellison School. CCSF shall have the right to install a paved sidewalk on the Easement Parcel and erect a fence along the border of the easement parcel, at CCSF's sole expense, to separate the easement parcel from the remainder of the Owner's Property. CCSF further agrees to indemnify Owner against any and all costs, damages or expenses resulting from the negligent acts or omissions or willful misconduct of CCSF or its agents, employees, contractors or other invitees in the exercise of CCSF's rights hereunder, including construction of the sidewalk and fence.

2. Termination of Easement. The easement described in Paragraph 1 shall terminate in the event that the ownership of the CCSF Property and the Ellison School is separated. CCSF shall notify Owner in writing no later than twenty (20) days after the occurrence of any such transfer of ownership.

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3. Sale of Owner's Property. In the event Owner decides to sell the Owner's Property, Owner shall furnish CCSF with not less than thirty (30) days' prior written notice before entering into any contract or other agreement for the sale or other transfer of said property, in order to provide an opportunity for the parties to negotiate in good faith for CCSF's acquisition of the Owner's Property. In the event the parties have not entered into an agreement for CCSF's acquisition of the Owner's Property within said 30-day period, Owner shall have the right to terminate CCSF's easement, effective upon the closing of the sale of said property, by written notice to CCSF after the expiration of said 30-day period; provided, however, that in the event that no sale has occurred within one (1) year of the date of Owner's initial notice to CCSF, CCSF shall have an additional 30-day period to attempt to negotiate the purchase of said property at the end of said year. Owner's right to terminate CCSF's easement under this clause shall be personal to Owner, and shall automatically terminate in the event that said property is sold or conveyed by Owner without terminating CCSF's easement. In the event that this easement is terminated pursuant to this paragraph (except in case of CCSF's acquisition of the Owner's Property), CCSF will promptly remove the fence constructed by CCSF, at CCSF's sole expense.

4. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

5. Attorney's Fees. Either party may enforce this instrument by appropriate action and the prevailing party in such litigation may recover as part of his costs reasonable attorney's fees.

6. Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. If any provision of this Agreement shall be held invalid or unenforceable, the provision shall be modified and interpreted such that it is valid, enforceable and carries out the intention of the parties. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability the remaining portions of this Agreement.

7. Counterpart. This instrument may be executed by the parties in counterpart with the same force and effect as if all parties had executed the same copy.

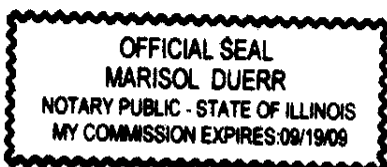
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CHICAGO CHARTER SCHOOL
FOUNDATION

CATHOLIC BISHOP OF CHICAGO

By: X *Elizabeth J. Davis*
Its: *Executive Director*

By: _____
Its: _____



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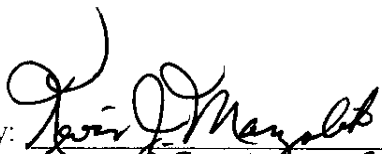
7. Counterpart. This instrument may be executed by the parties in counterpart with the same force and effect as if all parties had executed the same copy.

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

CHICAGO CHARTER SCHOOL
FOUNDATION

CATHOLIC BISHOP OF CHICAGO

By: _____
Its: _____

By: 
Its: DIRECTOR OF FINANCE

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County and State, do hereby certify that _____, the _____ of Chicago Charter School Foundation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act, and as the free and voluntary act of the Foundation, for the uses and purposes therein set forth.


GIVEN under my hand and Notarial Seal this ____ day of March, 2009.

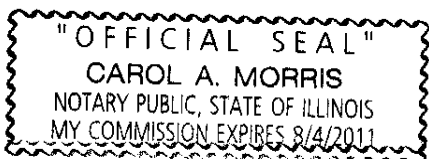
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, CAROL A MORRIS, a Notary Public in and for said County and State, do hereby certify that KEVIN S MARZALIK, the DIRECTOR OF FINANCE of Catholic Bishop of Chicago, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such DIRECTOR OF FINANCE, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of ^{AIRC}~~March~~, 2009.


Notary Public



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EXHIBIT "A"

Legal Description of CCSF Property

LOTS 15 THROUGH 20, AND THE EAST HALF OF THE VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOTS, IN BLOCK 8 IN BAIRD AND ROWLAND'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 8026 South Wood, Chicago, Illinois 60620

Permanent Index No. 20-31-211-014

Property of Cook County Clerk's Office

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EXHIBIT "B"

Legal Description of Owner's Property

THE SOUTH 12.5 FEET OF LOT 10 AND THE SOUTH 7 FEET OF THE EAST 89 FEET OF LOT 10, LOTS 11 THROUGH 14, AND THE EAST HALF OF THE NORTH-SOUTH VACATED ALLEY LYING WEST OF AND ADJOINING THE SOUTH 12.5 FEET OF LOT 10 AND LOTS 11 THROUGH 14, ALL IN BLOCK 8 IN BAIRD AND ROWLAND'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 8026 South Wood, Chicago, Illinois 60620
Permanent Index No. 20-31-211-014

Property of Cook County Clerk's Office

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EXHIBIT "C"

Legal Description of Ellison School

THE NORTH 19.34 FEET OF LOT 41 AND LOTS 42 THROUGH 48, AND THE WEST HALF OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS AND PARTS OF LOTS IN BLOCK 8 IN BAIRD AND ROWLAND'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 40 AND THE SOUTH 5.68 FEET OF LOT 41 AND THE WEST ½ OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOT AND PART OF LOT (TAKEN AS A TRACT) IN BLOCK 8 IN BAIRD AND ROWLAND'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH 6.55 FEET OF THE WEST 8.00 FEET OF THE EAST 80.16 FEET, IN COOK COUNTY, ILLINOIS

ALSO

THAT PART OF LOT 40 AND THE SOUTH 5.66 FEET OF LOT 41 AND THE WEST ½ OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOT AND PART OF LOT (TAKEN AS A TRACT) IN BLOCK 8 IN BAIRD AND ROWLAND'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PART LYING BELOW AN ELEVATION OF 34.70 FEET, CITY OF CHICAGO DATUM; BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT, 26.54 FEET EAST OF THE NORTHWEST CORNER THEREOF, SAID POINT BEING ON THE WEST FACE OF LIMESTONE BUILDING; THENCE SOUTH, ALONG THE FACE OF SAID BUILDING 29.10 FEET; THENCE EAST, PARALLEL TO THE NORTH LINE OF SAID TRACT, 43.87 FEET, MORE OR LESS, TO THE EAST FACE OF SAID LIMESTONE BUILDING; THENCE NORTH ALONG SAID EAST FACE OF SAID BUILDING, 22.55 FEET TO THE SOUTH LINE OF THE NORTH 6.55 FEET OF SAID TRACT, BEING ALSO THE SOUTH FACE OF A BRICK CHIMNEY; THENCE NORTH ALONG THE WEST FACE OF SAID CHIMNEY, 6.55 FEET TO THE NORTH LINE OF SAID TRACT OF LAND; THENCE WEST 35.60 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS RECORDED OCTOBER 2, 1996 AS DOCUMENT 96750643.

Property Address: 8001 South Honore, Chicago, Illinois 60620

Permanent Index Numbers 20-31-211-011, -012

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EXHIBIT "D"

Legal Description of Easement Parcel

THE WESTERN EIGHT (8) FEET OF THE EAST HALF OF THE NORTH-SOUTH VACATED ALLEY LYING WEST OF AND ADJOINING THE SOUTH 12.5 FEET OF LOT 10 AND LOTS 11 THROUGH 14, ALL IN BLOCK 8 IN BAIRD AND ROWLAND'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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