



Doc#: 0928018037 Fee: \$82.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/07/2009 12:39 PM Pg: 1 of 8

Doc#: 0923716030 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/25/2009 02:04 PM Pg: 1 of 7

THIS INSTRUMENT RECORDED BY: EASEMENT AGREEMENT

RE-RECORDED TO INCLUDE
EASEMENT PLAT

*LEON C. WALKER
77 W. WASHINGTON 1618
CHICAGO, ILLINOIS 60604*

This Agreement is made this 24th day of August 2009 by 2829 North Natoma, LLC, an Illinois Limited Liability Company, hereinafter called Developer, and Parkway Bank and Trust Company, as Trustee under Trust #13922 hereinafter called Owner.

WHEREAS, Developer desires to construct a development consisting of one building on each of the five parcels on the property set forth in Exhibit "A"; and

WHEREAS, Owner holds title to the entire premises premise legally described on Exhibit "B".and

WHEREAS, it is required by the City of Chicago where the property is located that a mutual driveway easement be established for the benefit of all of the five parcels.

WHEREAS, the parties hereto wish to make a current easement for ingress and egress which is described on Exhibit "A".

NOW, THEREFORE, in consideration of the promises set forth herein the parties hereto acknowledge the consideration is adequate to support this agreement and such adequacy is conclusively presumed:

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1. Developer and Owner grant and establish an easement for ingress and egress over the five parcels described in Exhibit "A" for Driveway and related uses.

2. In the event of the establishment of a Declaration of Condominium that affects one or more of the parcels said Declaration shall include the agreement to continue the use of the Driveway between the Parcels for a Driveway and related uses..

TERMS OF USE:

1. The easement granted for ingress and egress described in Exhibit "A" are granted as long as a building is located or being constructed on any of the five parcels that requires access to a public street. No vehicles may be parked upon the easement parcels designated ingress and egress easements. The costs paving and establishing the initial surface of the easement shall be paid by the Developer or any grantee from the Owner of any one or more of the five parcels.. The costs of repair and/or replacement of the surface of said designated ingress and egress easement shall be allocated to the Owner or Owners of the five parcels from time to time. Each party agrees that the easement area aforesaid shall be maintained in good condition and repair. The respective Owner(s) agree to be responsible for the cleaning and snow removal of the aforesaid easement area.

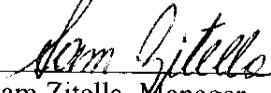
2. The easements granted herein are binding upon the parties hereto and their successors in interest, whether by deed; assignment or operation of law.

3. In the event litigation is required to enforce the obligations herein, attorney's fees and costs shall be allowed the prevailing party.

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IN WITNESS WHEREOF, we sign this Easement Agreement on the date set forth above,.

2829 North Natoma, LLC



Sam Zitella, Manager


Parkway Bank and Trust Company, as Trustee under Trust No. 13922

Trust Officer:  **SEE ENCL FOR TRUSTEE SIGNATURE, ACKNOWLEDGEMENT AND EXCULPATION ATTACHED HERETO AND MADE A PART HEREOF.**

Attest:

Approved:

Parkway Bank and Trust Company
as Mortgage Doc. #051653316 and #0602041092



Vice President

Attest:

_____ me

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TRUSTEE SIGNATURE, EXONERATION AND ACKNOWLEDGMENT RIDER FOR EASEMENT AGREEMENT

This document is executed by PARKWAY BANK & TRUST COMPANY, not personally but as Trustee under Trust No 13922 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless presentations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement, thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income there from, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any, or of any environmental conditions, duties or for or obligations concerning the property whether under any federal, state, or local statute, rule, regulation, or ordinance. The beneficiaries of this Trust have management and control of the use of the property and as such, have the authority on their own behalf to execute any document as environmental representative but not as agent on behalf of the Trustee.

PARKWAY BANK & TRUST COMPANY, As Trustee under Trust No. 13922 as aforesaid and not personally,

By: [Signature]
Vice President - Trust Officer

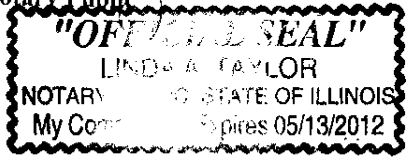
Notary Public
Clerk's Office

STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid do hereby certify that the above named officer of PARKWAY BANK & TRUST COMPANY, is personally known to me to be the same person whose name is subscribed to the foregoing instrument in the capacity shown, and appeared before me this day in person, and acknowledged signing, sealing and delivering the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Date: Aug 24 2009 Linda A. Taylor
Notary Public



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EXHIBIT "B"

LOTS 117, 118 AND 131 IN FIRST ADDITION TO MONTE CLARE GARDENS, BEING A SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ (EXCEPT PART TAKEN FOR RAILROAD) IN SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

13-30-227-003-0000

13-30-227-009-0000

13-30-227-010-0000

Commonly known as: 2829 North Natoma, Chicago, Illinois 60634

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PLAT

DOCUMENTS WITH THIS

PLAT

*7 pages
1 exhibit*

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SEE PLAT INDEX

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