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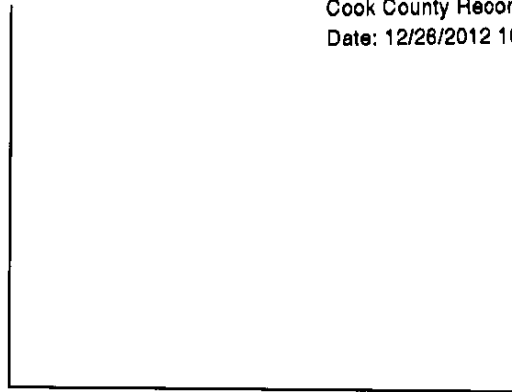


Doc#: 1236141040 Fee: \$44.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/26/2012 10:59 AM Pg: 1 of 4

Prepared by and after recording mail to:

Alexander Demchenko, Esq.
Demchenko & Kashuba, LLC
2338 W. Belmont Ave.
Chicago, Illinois 60618
Tel.: 773-360-8803

1412 | WSA 306123 | CTRC | Summary of 12/3/12/12/12



EASEMENT AGREEMENT

This easement agreement is made this 20th day of November, 2012, by and between VITA EXPORT & IMPORT, INC., an Illinois corporation ("1728 OWNER") and STEVEN M. COLEMAN and SHERRY L. COLEMAN (collectively "1724 OWNER").

Whereas, 1728 OWNER is the owner in fee simple of property legally described as follows ("Parcel One"):

LOT 13 IN BLOCK 3 IN THE SUBDIVISION OF BLOCKS 1, 2, 3, AND 4 IN JOHNSTON AND COX'S SUBDIVISION OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-36-317-033-0000

Common Address: 1728 N. Albany Ave., Chicago, IL 60647;

Whereas, 1724 OWNER is the owner in fee simple of an adjoining parcel of land, lying adjacent to and immediately south of Parcel One and more particularly described as follows ("Parcel Two"):

LOT 14 IN BLOCK 3 IN THE SUBDIVISION OF BLOCKS 1, 2, 3, AND 4 IN JOHNSTON AND COX'S SUBDIVISION OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-36-317-034-0000

Common Address: 1724 N. Albany Ave., Chicago, IL 60647;

Whereas, the drain for downspout, the air intake PVC pipe and the vent for the exhaust fan ("1724 EQUIPMENT") of 1724 OWNER'S coach house situated on Parcel Two encroach onto the southern line of Parcel One by up to 3", as shown on the survey of Parcel One, dated November 14, 2012, by Geodetic Survey, Ltd. ("Survey"), which is attached hereto as Exhibit A; and

Whereas, 1728 OWNER's wood fence ("1728 FENCE") extends along the length of the southern line of Parcel One.

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Box 334

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Therefore, in consideration of Ten Dollars (\$10.00) and for the mutual promises and agreements hereinafter contracted, it is agreed as follows:

1. 1728 OWNER hereby grants to 1724 OWNER and their heirs, successors, and assigns an easement for the use of 1724 EQUIPMENT at their present location as shown on the Survey, said easement to be appurtenant to Parcel Two.

2. 1728 OWNER shall not be responsible for any maintenance, repair, or upkeep of 1724 EQUIPMENT, nor shall 1728 OWNER be responsible for any liability arising from any use, maintenance, repair, or upkeep of 1724 EQUIPMENT, and 1724 OWNER agrees to indemnify and hold 1728 OWNER harmless from any loss occasioned by said 1724 EQUIPMENT encroaching on Parcel One and by 1724 OWNER's exercise of their rights and privileges hereunder, including any loss arising or growing out of any damage or injury caused by the negligence of 1724 OWNER.

3. 1724 OWNER agrees that if the coach house currently situated on Parcel Two is ever destroyed and/or 1724 EQUIPMENT is removed, this easement will automatically terminate and be of no further force and effect.

4. 1724 OWNER agrees to allow 1728 FENCE to extend along the length of the southern property line of Parcel One, and will not remove or cause to be removed said 1728 FENCE. Should 1724 OWNER remove or cause to be removed said 1728 FENCE, this easement will automatically terminate and be of no further force and effect, and 1724 OWNER will be required to move 1724 EQUIPMENT such that it no longer encroaches onto the southern line of Parcel One.

5. By executing this agreement, 1724 OWNER disclaims any possible claim based on the adverse possession of that portion of Parcel One over which 1724 EQUIPMENT encroaches.

6. The easement herein granted shall run with the land and shall inure to the benefit and use of 1724 OWNER and their heirs, successors, and assigns, provided, however, that nothing contained herein shall be construed as a conveyance to 1724 OWNER of any fee simple interest in Parcel One.

7. This grant of easement may be terminated upon execution of a release agreement by both 1724 OWNER and the then current owner of Parcel One at 1728 N. Albany Ave., Chicago, IL 60647, whereupon all rights, duties, and liabilities hereby created shall terminate. Said current owner of Parcel One shall then be responsible for recording said release in the Office of the Recorder of Deeds of Cook County, Illinois.

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

[The signatures appear on the following page]

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1728 OWNER:

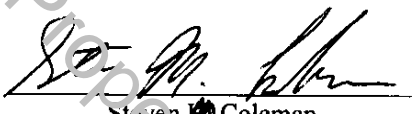
Signature:



Tatyana Krivtsov, Secretary,
Vita Export & Import, Inc.

1724 OWNER:

Signature:



Steven M. Coleman

11-20-12



Sherry L. Coleman

11-20-12

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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PLAT OF SURVEY

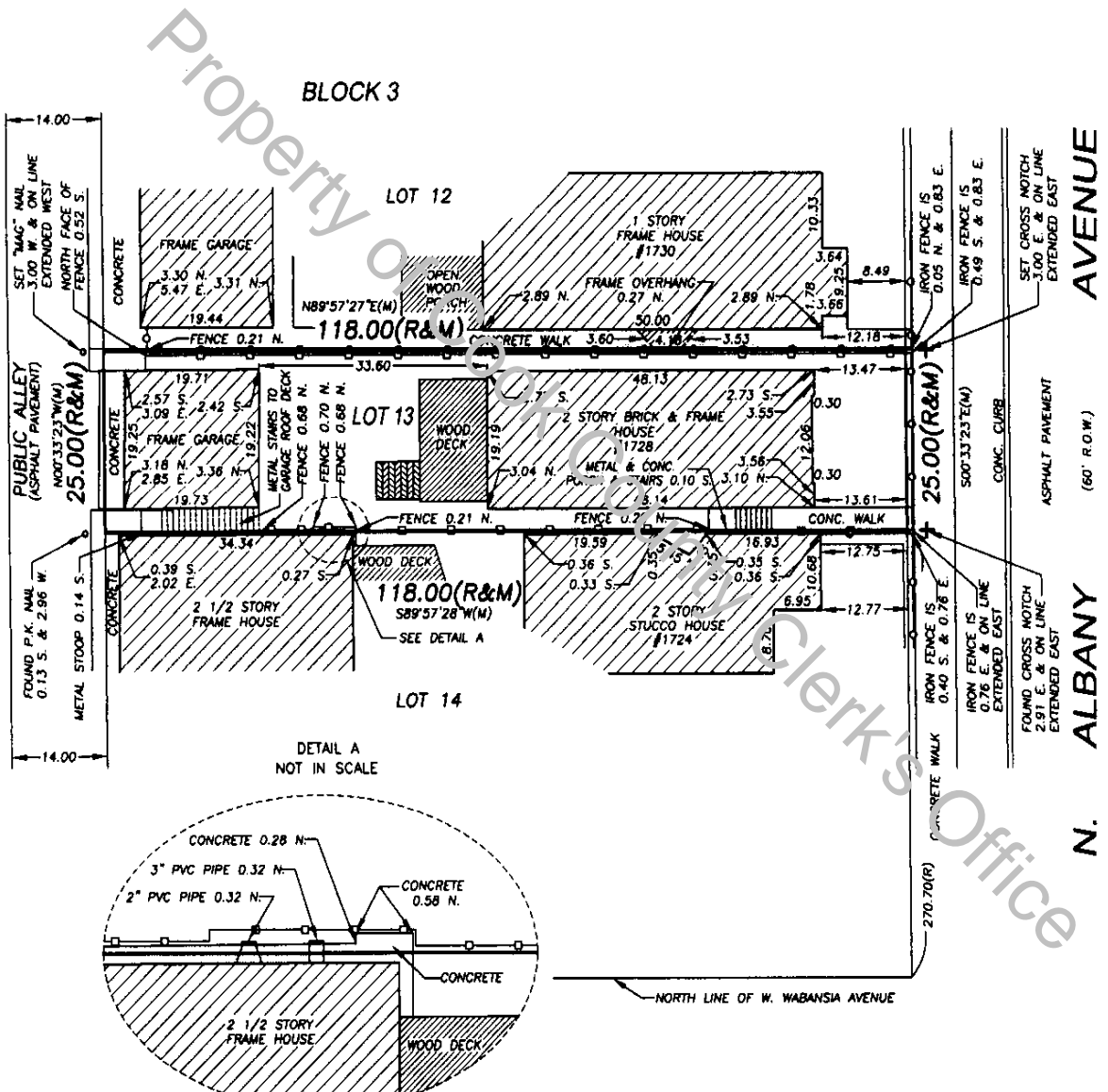
OF

LOT 13 IN BLOCK 3 IN THE SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 IN JOHNSTON'S AND COX'S SUBDIVISION OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-36-317-033-0000 TOTAL LAND AREA: 2925 SQ.FT.

COMMONLY KNOWN AS: 1728 N. ALBANY AVENUE, CHICAGO, ILLINOIS 60647

SCALE: 1 INCH = 16 FEET



- LEGEND:**
- (R) = Subdivision Record
 - (M) = Measured
 - N = North
 - S = South
 - W = West
 - E = East
 - Conc. = Concrete
 - Wood Fence —○—○—
 - Iron Fence —○—○—

ORDER NO.: 12-170-1
 ORDERED BY: DEMCHENKO & KASHUBA, LLC
 ATTORNEYS AT LAW

PREPARED BY:
GEODETIC SURVEY, LTD.
 PROFESSIONAL DESIGN FIRM NO. 184-004394
 CONSTRUCTION & LAND SURVEYORS
 1121 DEPOT STREET, GLENVIEW, IL 60025
 TEL. (847) 904-7690; FAX (847) 904-7691

-BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN AND ARE USED TO DENOTE ANGELS ONLY.
 -DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE NOT TO BE ASSUMED FROM SCALING.
 -THE LEGAL DESCRIPTION NOTED ON THIS PLAT WAS PROVIDED BY THE CLIENT AND FOR ACCURACY SHOULD BE COMPARED WITH DEED AND/OR TITLE POLICY.
 -BUILDING LINE RESTRICTIONS AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED ON THE SUBDIVISION PLAT OR ARE FURNISHED WITH THE ORDERED DESCRIPTION. REFER TO YOUR DEED, ABSTRACT AND/OR TITLE POLICY.
 -COMPARE ALL POINTS BEFORE BUILDING AND AT ONCE REPORT ANY DISCREPANCIES, WHICH YOU MAY HAVE FOUND, TO THIS OFFICE.

STATE OF ILLINOIS
 COUNTY OF COOK SS

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

FIELD WORK COMPLETED: NOVEMBER 14, 2012

DATED THIS 15th DAY OF NOVEMBER, 2012.

BY: _____
 PROFESSIONAL ILLINOIS LAND SURVEYOR NO.3000
 LICENSE EXPIRES 11/30/2012

