



Doc#: 1320516090 Fee: \$66.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/24/2013 04:36 PM Pg: 1 of 15

**When recorded, return to:**

Michael R. Dover  
Kelley Drye & Warren LLP  
333 W. Wacker Drive  
Suite 2600  
Chicago, IL 60606  
Counsel for United Central Bank

**DECLARATION OF EASEMENT**

THIS DECLARATION OF EASEMENT (this "Declaration") is made as of February 12, 2013, by and between Michael Browne Arrington as Trustee of the Michael Browne Arrington Declaration of Trust, Dated August 5, 2002 ("Grantor"), for the benefit of United Central Bank ("Grantee").

A. WHEREAS, Grantor is the owner of certain real property located in the City of Evanston, County of Cook, Illinois, which is legally described as:

THE NORTH 70 FEET OF A TRACT OF LAND LYING IN LOT 12 IN KNOX RESUBDIVISION OF BLOCK 6 IN GIBBS, LADD AND GEORGE'S ADDITION TO EVANSTON AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST FRACTIONAL QUARTER (SOUTH OF LEE STREET) OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF EDGEMERE COURT, 313.70 FEET (MEASURED ON THE EAST LINE THEREOF) NORTHERLY FROM THE SOUTH LINE OF SAID QUARTER SECTION, THENCE WEST TO THE CENTER OF EDGEMERE COURT FOR A POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF EDGEMERE COURT ON THE CENTER LINE THEREOF 1.0 FEET, THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION TO THE WATER LINE OF LAKE MICHIGAN AS IT EXISTS FROM TIME TO TIME, WHEN FREE FROM DISTURBING CAUSES, THENCE SOUTHERLY ALONG SAID WATER LINE TO A POINT IN A LINE DRAWN EAST AND PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION AND 313.70 FEET NORTHERLY THEREFROM (AS MEASURED ON THE EAST LINE OF EDGEMERE COURT); THENCE WEST TO THE POINT OF BEGINNING, TOGETHER WITH RIPARIAN RIGHTS APPERTAINING TO SAID PARCEL OF LAND, IN COOK COUNTY, ILLINOIS;

whose common address is 929 Edgemere Court, Evanston, IL and whose Property Index Number is 11-20-100-006-0000 ("Grantor's Property");

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B. WHEREAS, Grantee is owner of certain real property located in the City of Evanston, County of Cook, Illinois, which is legally described as:

A PARCEL OR TRACT OF LAND LYING IN LOT 12 IN KNOXS RESUBDIVISION OF BLOCK 6 IN GIBBS LADD AND GEORGES ADDITION TO EVANSTON AND IN THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST FRACTIONAL 1/4 (SOUTH OF LEE STREET) OF SECTION 20, TOWNSHIP 41 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF EDGEMERE COURT 313.7 FEET (MEASURED ON THE EAST LINE) NORTHERLY FROM THE SOUTH LINE OF SAID QUARTER SECTION AND RUNNING THENCE WEST TO THE CENTER OF EDGEMERE COURT FOR A POINT OF BEGINNING RUNNING THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID EDGEMERE COURT ON THE CENTER LINE THEREOF 140 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION TO THE WATER LINE OF LAKE MICHIGAN, AS IT EXISTS FROM TIME TO TIME WHEN FREE FROM DISTURBING CAUSES; THENCE SOUTHERLY ALONG SAID WATER LINE TO A POINT IN A LINE DRAWN EAST AND PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION AND 313.7 FEET NORTHERLY THEREFROM MEASURED ON THE EAST LINE OF SAID EDGEMERE COURT THENCE WEST TO THE PLACE OF BEGINNING EXCEPT FROM SAID DESCRIBED TRACT OF LAND THE NORTH 70 FEET THEREOF, TOGETHER WITH RIPARIAN RIGHTS APPERTAINING TO SAID PARCEL OF LAND, IN COOK COUNTY, ILLINOIS;

whose common address is 925 Edgemere Court, Evanston, IL and whose Property Index Number is P.I.N. 11-20-100-007-0000 ("Grantee's Property") and which is contiguous to and to the south of Grantor's Property; and

C. WHEREAS, Grantee has asked Grantor to grant Grantee a perpetual easement burdening Grantor's Property and benefiting Grantee's Property, which easement would allow the portions of the retaining walls, support footings and other portions and improvements to such retaining walls, above and below grade, which existed as of January 1, 2013 and which encroach on Grantor's Property (collectively, the "Encroachments"); and

D. WHEREAS, Grantor has agreed to grant Grantee such an easement, all in accordance with and subject to the terms and provisions of this Declaration.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantor hereby grants to Grantee a perpetual exclusive easement (the "Permanent Easement") for the placement, operation, maintenance, replacement and repair of the Encroachments, and ingress and egress onto Grantor's Property solely according to the conditions of this Declaration of

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Easement. The Permanent Easement shall be located above and below grade, in the current location of the Encroachments as of January 1, 2013 (which is along the complete distance of the southern boundary line of Grantor's Property). The location of the Permanent Easement is shown on Exhibit 1 attached hereto (the "Permanent Easement Premises"). For clarity, the Encroachments cannot be expanded in the Permanent Easement Premises or elsewhere on Grantor's Property, as to location, size or scope; provided, however, Grantee retains all rights with respect to any portion of the retaining wall and related improvements which are located on Grantee's Property. It is intended that the Encroachments in the Permanent Easement Premises will remain substantially as they were on January 1, 2013 for the duration of the Permanent Easement and as shown in the photos attached as Exhibit 2.

2. The rights to ingress and egress in the Permanent Easement are subject to the following conditions: (i) Grantee shall not be permitted to enter upon Grantor's Property, for any purpose whatsoever, without the prior written consent of Grantor, which shall not be unreasonably withheld or conditioned by payment of financial consideration from Grantee; and (ii) Grantee agrees, at Grantee's sole cost and expense, to promptly repair and restore any portion of the Grantor's Property which may be disturbed in connection with Grantee's placement, operation, maintenance, replacement and repair of the Encroachments on or under the Permanent Easement Premises. Grantor's Property shall be repaired and restored as closely as practicable to the condition of such property which existed immediately prior to the disturbance.

In the event (a) Grantee fails to maintain and repair the Encroachments and/or the retaining wall and such failure causes damage to Grantor's Property or (b) Grantee fails to repair and restore any portion of Grantor's Property which is disturbed or damaged by Grantee's entry upon Grantor's Property as provided in this Section 2, in each case, within twenty-one (21) days after written notice to Grantee to perform such maintenance, repair or restoration, then Grantor may perform such repairs or maintenance and Grantee shall promptly reimburse Grantor for the cost thereof.

3. Grantor shall have the right to use, occupy and enjoy the above grade and below grade area of the Permanent Easement Premises for any lawful purpose which does not unreasonably interfere with or unreasonably threaten the safe, proper or convenient use, occupancy or enjoyment of the Permanent Easement and the Permanent Easement Premises by Grantee, including, without limitation, landscaping and the construction of improvements; provided, however, that notwithstanding the foregoing, in no event shall Grantor permit any improvements or structures to be erected or placed on or in the Permanent Easement Premises which interfere with the Encroachments or violate any ordinance of the City of Evanston, Illinois Code of Ordinances for the R-1 District, such as the setback requirements of Ordinance 6-8-2-8 Yard Requirements.

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4. This Declaration shall for all purposes be construed in accordance with and governed in all respects by the laws of the State of Illinois.
5. The rights and covenants granted herein shall extend to, be binding upon and inure to the benefit of Grantor (and its successors, assigns and subsequent owners of Grantor's Property) as well as Grantee (and its successors, assigns, and subsequent owners of Grantee's Property), and the Permanent Easement shall be a burden upon Grantor's Property and a benefit to Grantee's Property, to which the Permanent Easement is appurtenant.
6. This Declaration may be executed by the parties hereto in counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, Grantee and Grantor have executed this Declaration as of the day and year first above written.

GRANTOR

Michael Browne Arrington, as Trustee of the Michael Browne Arrington Declaration of Trust, Dated August 5, 2002

By: \_\_\_\_\_

Title: Trustee

GRANTEE

United Central Bank

Henry A. Labriola

By: Henry A. Labriola

Title: VICE TRUSTEE

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STATE OF ILLINOIS )  
 ) SS.:  
COUNTY OF COOK )

On the \_\_\_ day of February, 2013, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Michael Browne Arrington, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, AS TRUSTEE OF THE MICHAEL BROWNE ARRINGTON DECLARATION OF TRUST DATED AUGUST 5, 2002.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 ) SS.:  
COUNTY OF COOK )

On the 12 day of February 2013, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Henry A. Labridy known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as VP of UNITED CENTRAL BANK.

*Shirley L. Bobbitt*  
\_\_\_\_\_  
Notary Public

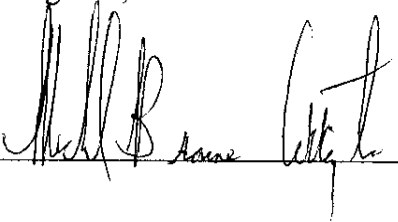


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IN WITNESS WHEREOF, Grantee and Grantor have executed this Declaration as of the day and year first above written.

GRANTOR

Michael Browne Arrington, as Trustee of the  
Michael Browne Arrington Declaration of Trust,  
Dated August 5, 2002

By:  \_\_\_\_\_

Title: Trustee

GRANTEE

United Central Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

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STATE OF ILLINOIS )  
 ) SS.:  
COUNTY OF COOK )

On the 12<sup>th</sup> day of February, 2013, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Michael Browne Arrington, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, AS TRUSTEE OF THE MICHAEL BROWNE ARRINGTON DECLARATION OF TRUST DATED AUGUST 5, 2002.



M. Poll  
Notary Public

STATE OF ILLINOIS )  
 ) SS.:  
COUNTY OF COOK )

On the \_\_\_\_ day of February, 2013, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared \_\_\_\_\_, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as \_\_\_\_\_ of UNITED CENTRAL BANK.

\_\_\_\_\_  
Notary Public



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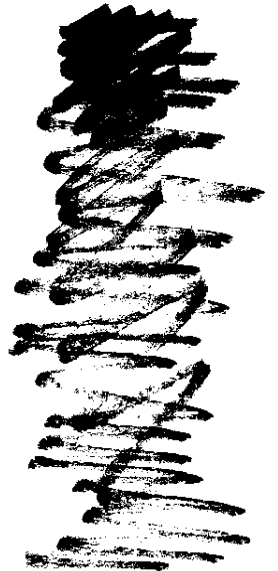
**Prepared by:**

Michael R. Dover  
Kelley Drye & Warren LLP  
333 W. Wacker Drive  
Suite 2600  
Chicago, IL 60606  
Counsel for United Central Bank



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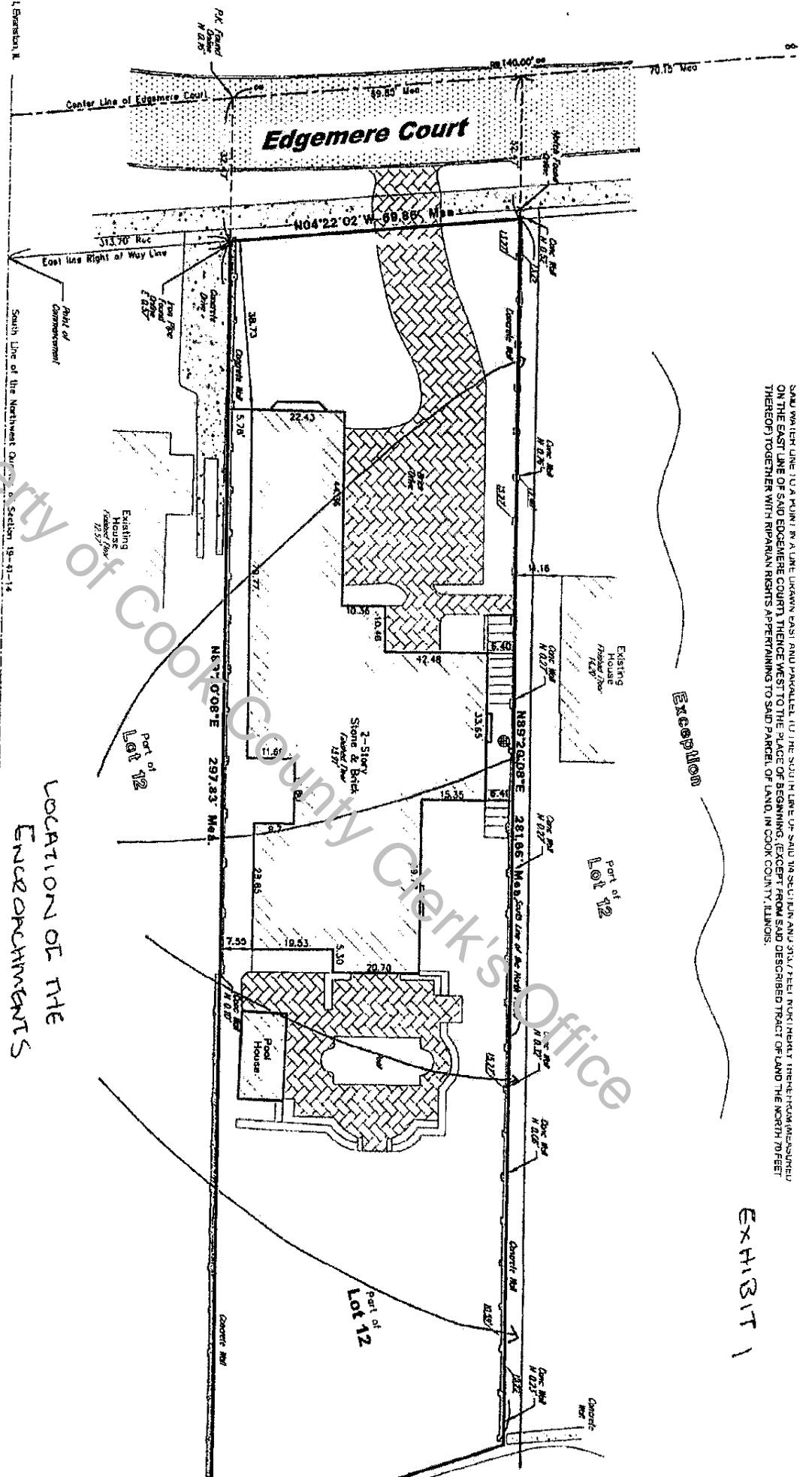
# Exhibit 1

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SAID WAIVER LINE TO A POINT IN A LINE UNKNOWN EAST AND PARALLEL TO THE SOUTH LINE OF SAID 19 SECTION AND 31.7 FEET NORTHWEST THEREFROM MEASURED ON THE EAST LINE OF SAID EDGEEMERE COURT, THENCE WEST TO THE PLACE OF BEGINNING, (EXCEPT FROM SAID DESCRIBED TRACT OR LAND THE NORTH 70 FEET THEREOF) TOGETHER WITH RIPARIAN RIGHTS APPERTAINING TO SAID PARCEL OF LAND, IN COOK COUNTY, ILLINOIS.

EXHIBIT 1



L. Swanson, Ill.  
 provided from the use of the recorded subdivision plat. No  
 or encroachments were made as part of this survey.  
 a condition with the data given on the plat and report any  
 me of field survey of the subject property by client  
 aid of a title commitment. Refer to a current title  
 assessments not shown on this plat.

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ing were developed from the information available. This is  
 a complete inventory of utilities in this area. It is the clients  
 all utilities (whether shown or not) and protect said utilities  
 in a size determined from Aerial High Resolution Imagery  
 as was determined by field observations and visible  
 6/29/14.  
 file in electronic base with need by stamp City of  
 the of Shawana Road and 25 feet from front lawn and the

State of Illinois  
 County of Cook

Wm. Land Surveying Services, Inc. is hereby cited that we  
 property and that this is the Plat that represents the same  
 Given under my hand and seal this 7th day of September, 2014  
 Glenn Alan Cook, an agent for Land Surveying Services, Inc.

WSPN Professional Land Surveyor Number 3323  
 License Expiration Date 11/30/22  
 This professional services contract is the current "best copy"

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# Exhibit 2

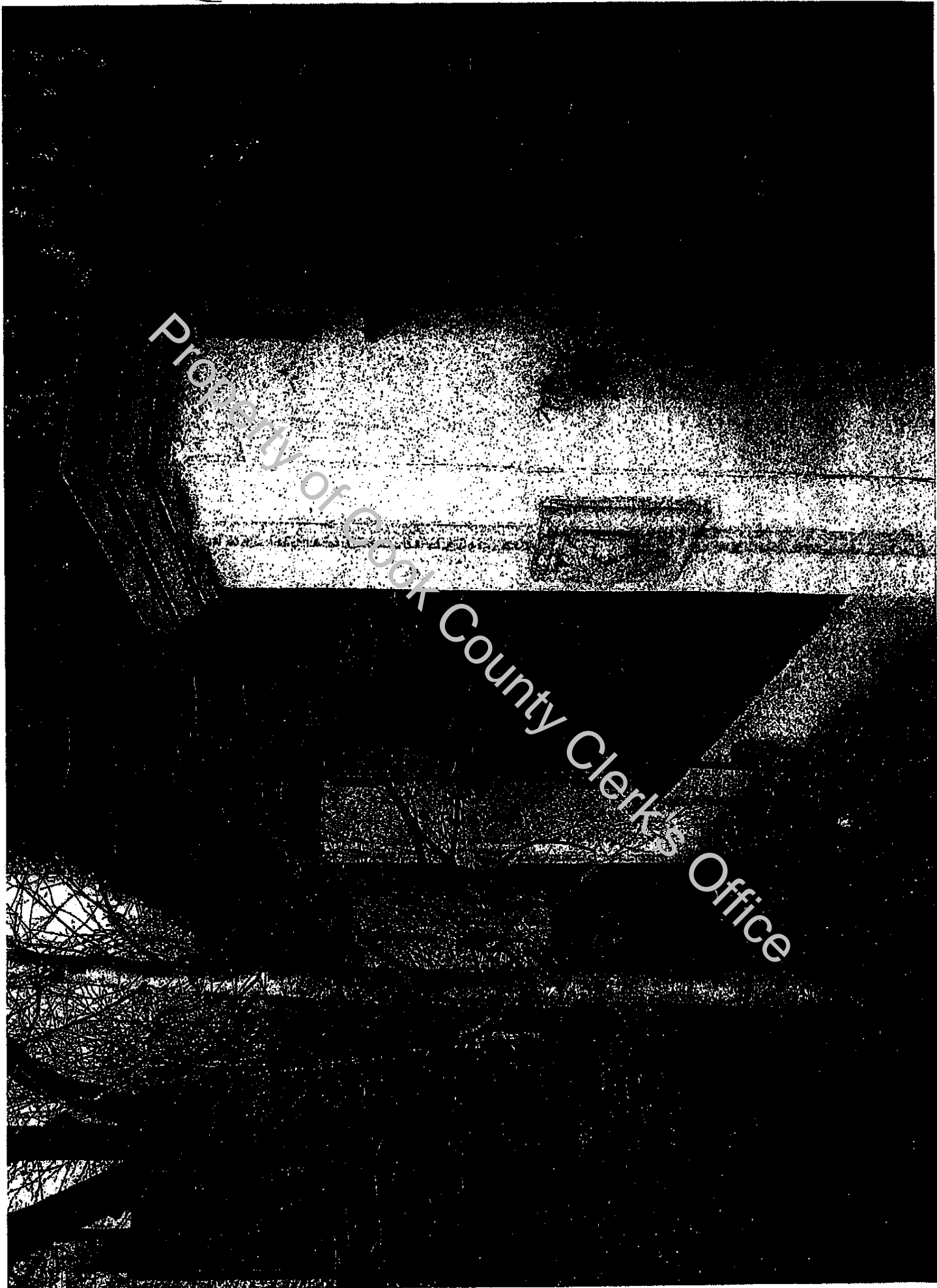
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