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Doc#: 1334645050 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/12/2013 03:06 PM Pg: 1 of 10

EASEMENT AGREEMENT

This **EASEMENT AGREEMENT** is made as of this 29th day of **July, 2013**, between and among Scott Nations and Wendi Taylor-Nations ("*Unit A Owner*"), Bruce Posner ("*Unit B Owner*") and Phillip King and Susan King ("*Unit C Owner*").

(A) Unit A Owner is the owner of that certain parcel or parcels of real property located in Cook County, Illinois, and which is generally known as 1661 N. Dayton, Unit A, Chicago, Illinois 60614 ("*Unit A*"), as more particularly described on Exhibit A, attached hereto and made a part hereof;

(B) Unit B Owner is the owner of that certain parcel or parcels of real property located in Cook County, Illinois, and which is generally known as 1661 N. Dayton, Unit B, Chicago, Illinois 60614 ("*Unit B*"), as more particularly described on Exhibit B, attached hereto and made a part hereof;

(C) Unit C Owner is the owner of that certain parcel or parcels of real property located in Cook County, Illinois generally known as 1661 N. Dayton, Unit C, Chicago, Illinois 60614 ("*Unit C*"), as more particularly described on Exhibit C, attached hereto and made a part hereof;

(D) Unit C Owner requires the right to maintain and use a deck on the garage parcel of Unit A ("*Unit A Garage Roof*") and on the garage parcel of Unit B ("*Unit B Garage Roof*") and the right to maintain a pedestrian bridge from Unit C to the Unit A Garage Roof and to the Unit B Garage Roof and a stairway from the Unit C Patio to the Unit A Garage Roof of Unit A and to the Unit B Garage Roof.

(E) Unit A Owner requires the right of ingress and egress over the patio portion of Unit C ("*Unit C Patio*") to a door installed in the west wall of the Unit A Garage Parcel

(F) Unit B Owner requires the right of ingress and egress over the patio portion of Unit C ("*Unit C Patio*") to a door installed in the west wall of the Unit B Garage Parcel;

NOW, THEREFORE, for and in consideration of the recitals, and the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

EASEMENT GRANT FOR DECK AREA. Subject to the conditions and limitations herein contained, Unit A Owner and Unit Owner B each hereby grant to Unit C Owner exclusive easements over, upon and across the Unit A Garage Roof and Unit B Garage Roof. The easements granted herein shall be for all purposes connected with the use, enjoyment and benefit of Unit C Owner, their tenants, servants, visitors, licensees, agents, representatives, successors and assigns to the deck and other improvements which exist on the Unit A Garage Roof and on the Unit B Garage Roof, as well as the pedestrian bridge and stairways to such deck, and for the repairing, maintaining,

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pedestrian bridge and stairways to such deck, and for the repairing, maintaining, rebuilding, replacing or relocating such deck, pedestrian bridge, stairways, and other improvements. Unit C Owner, and Unit C Owner's agents, representatives, successors and assigns, are also hereby granted the right to come upon such portion of Unit A Garage Parcel and of Unit B Garage Parcel, as necessary in order to repair, maintain, decorate, rebuild, or otherwise deal with the deck and other improvements located on the Unit A Garage Roof and the Unit B Garage Roof, and the pedestrian bridge and stairway to such deck. Unit Owner C shall be responsible for the repair and maintenance of the Unit A Garage Roof, the Unit B Garage Roof and the Unit C Garage Roof.

EASEMENT GRANT FOR UNIT C PATIO AREA. Subject to the conditions and limitations herein contained, Unit C Owner hereby grants to Unit A Owner and to the Unit B Owner a non-exclusive easement over and across the Unit C Patio Area for the sole purpose of ingress and egress to a door installed in the west wall of the Unit A Garage Parcel and to a door installed in the west wall of the Unit B Garage Parcel. This easement grant shall allow Unit A Owner and Unit B Owner, and their respective, tenants, servants, visitors, licensees, agents, representatives, successors and assigns the right of ingress and egress across the Unit C Patio Area for the sole purpose of ingress and egress to the respective Garage Parcels of Units A and B.

DURATION. This easement, and the rights granted herein shall be perpetual.

PRIOR EASEMENTS. This easement is intended to supplement and add to the existing easements relating to Units A, B, and C and between and among them and in no way to limit any prior easements between the parties or any of them or the rights and obligations under such prior easements.

MISCELLANEOUS.

(a) **RIGHTS OF THIRD PARTIES.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the easement areas to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Agreement shall be for the exclusive benefit of the parties specified herein and that nothing in this Agreement, expressed or implied, shall be construed to confer or create any rights, benefits, privileges, claims, actions or remedies in or for the benefit of any other person, any governmental body or agency, or the general public, other than the parties specified herein and their respective heirs, personal or legal representatives, successors and assigns.

(b) **AMENDMENT.** No amendment shall be effective until recorded in the Office of the Recorder of Deeds. No amendment may remove, revoke or modify any right or privilege of the parties hereto without the written consent of all of the parties hereto.

(c) **SEVERABILITY.** Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way effect any other provisions which shall remain in full force and effect.

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(d) CONSTRUCTIVE NOTICE AND ACCEPTANCE. Every person now or hereafter owning or acquiring any right, title or interest in Unit A or Unit B or Unit C or any portion thereof is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, by reference or otherwise, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such right, title or interest.

(e) ARTICLE AND SECTION HEADINGS. The headings used herein are inserted for convenience only and are not intended to be a part of this Agreement or in any way to define, limit or describe the scope and intent of the respective Articles and Sections to which they refer.

(f) BENEFIT. Any rights granted pursuant to the terms of this Agreement shall not only benefit the parties hereto, but also shall benefit their respective invitees, successors and assigns.

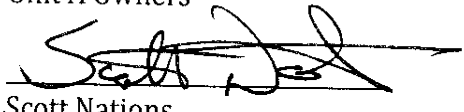
(g) COUNTERPARTS. For the convenience of the parties, this agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed on the day and year first above written.

Unit A Owners

Unit B Owners

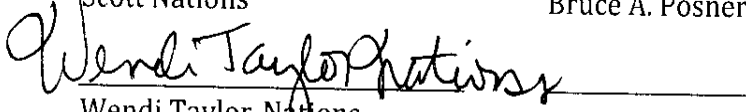
Unit C Owners



Scott Nations

Bruce A. Posner

Phillip G. King



Wendi Taylor-Nations

Susan E. King

State of Illinois)

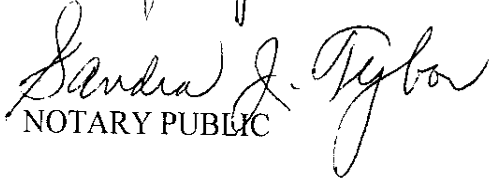
)

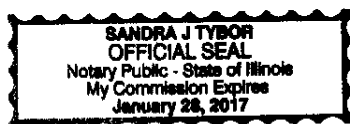
County of Cook)

I, the undersigned, a Notary Public in the county and state aforesaid, DO HEREBY CERTIFY that Scott Nations and Wendi Taylor-Nations, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person this day and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary acts, for the uses and purposes therein set forth, including the release and waiver of homestead.

Given under my hand and official seal this 29th day of July, 2013.

My Commission expires 1/28/17


NOTARY PUBLIC



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(d) CONSTRUCTIVE NOTICE AND ACCEPTANCE. Every person now or hereafter owning or acquiring any right, title or interest in Unit A or Unit B or Unit C or any portion thereof is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, by reference or otherwise, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such right, title or interest.

(e) ARTICLE AND SECTION HEADINGS. The headings used herein are inserted for convenience only and are not intended to be a part of this Agreement or in any way to define, limit or describe the scope and intent of the respective Articles and Sections to which they refer.

(f) BENEFIT. Any rights granted pursuant to the terms of this Agreement shall not only benefit the parties hereto, but also shall benefit their respective invitees, successors and assigns.

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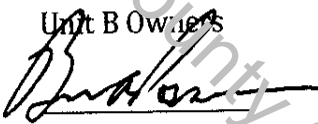
IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed on the day and year first above written.

Unit A Owners

Unit B Owners

Unit C Owners

Scott Nations



Bruce A. Posner

Phillip G. King

Wendi Taylor-Nations

Susan E. King

State of Illinois)

County of Cook)

I, the undersigned, a Notary Public in the county and state aforesaid, DO HEREBY CERTIFY that Scott Nations and Wendi Taylor-Nations, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person this day and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary acts, for the uses and purposes therein set forth, including the release and waiver of homestead.

Given under my hand and official seal this 20th day of June, 2013.

My Commission expires _____

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any portion thereof is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, by reference or otherwise, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such right, title or interest.

(e) ARTICLE AND SECTION HEADINGS. The headings used herein are inserted for convenience only and are not intended to be a part of this Agreement or in any way to define, limit or describe the scope and intent of the respective Articles and Sections to which they refer.

(f) BENEFIT. Any rights granted pursuant to the terms of this Agreement shall not only benefit the parties hereto, but also shall benefit their respective invitees, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed on the day and year first above written.

Unit A Owners

Unit B Owners

Unit C Owners

Scott Nations

Phillip King

Wendi Taylor-Nations

Susan King

State of Illinois)

County of Will) PK

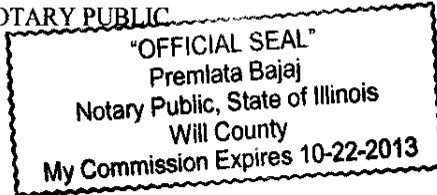
Field Code Changed

I, the undersigned, a Notary Public in the county and state aforesaid, DO HEREBY CERTIFY that Scott Nations and Wendi Taylor-Nations, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person this day and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary acts, for the uses and purposes therein set forth, including the release and waiver of homestead.

Given under my hand and official seal this 26 day of July, 2013.

My Commission expires 10/22/2013

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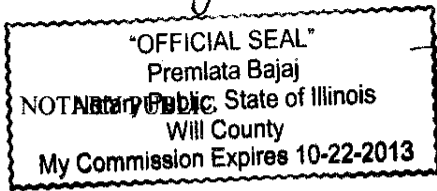
State of Illinois)
) Will
County of Cook) PR

Field Code Changed
Field Code Changed

I, the undersigned, a Notary Public in the county and state aforesaid, DO
HEREBY CERTIFY that PHILLIP KING, SUSAN KING, personally known
to me to be the same persons whose names are subscribed to the foregoing instrument,
appeared before me in person this day and acknowledged that they signed, sealed and
delivered the instrument as their free and voluntary acts, for the uses and purposes therein
set forth, including the release and waiver of homestead.

Given under my hand and official seal this 26 day of July, 2013.

My Commission expires 10/22/2013



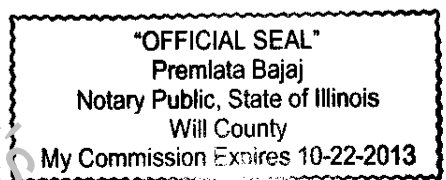
Premalata Bajaj

State of Illinois)
) Will
County of Cook) PR

I, the undersigned, a Notary Public in the county and state aforesaid, DO
HEREBY CERTIFY that Phillip King and Susan King, personally known to me to be the
same persons whose names are subscribed to the foregoing instrument, appeared before
me in person this day and acknowledged that they signed, sealed and delivered the
instrument as their free and voluntary acts, for the uses and purposes therein set forth,
including the release and waiver of homestead.

Given under my hand and official seal this 26 day of July, 2013.

My Commission expires 10/22/2013



NOTARY PUBLIC

Premalata Bajaj

This instrument was prepared by Michael A. Lickerman, Esq.
134 N. LaSalle St., Suite 200, Chicago, IL 60602

MALTO

Field Code Changed

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State of Illinois)
)
County of Cook)

I, the undersigned, a Notary Public in the county and state aforesaid, DO
HEREBY CERTIFY that Bruce A. Posner _____, personally known to me to
be the same persons whose names are subscribed to the foregoing instrument, appeared
before me in person this day and acknowledged that they signed, sealed and delivered the
instrument as their free and voluntary acts, for the uses and purposes therein set forth,
including the release and waiver of homestead.

Given under my hand and official seal this 25TH day of July, 2013.

My Commission expires 10/01/13

NOTARY PUBLIC

State of Illinois)
)
County of Cook)



I, the undersigned, a Notary Public in the county and state aforesaid, DO
HEREBY CERTIFY that Phillip G. King and Susan E. King, personally known to me to
be the same persons whose names are subscribed to the foregoing instrument, appeared
before me in person this day and acknowledged that they signed, sealed and delivered the
instrument as their free and voluntary acts, for the uses and purposes therein set forth,
including the release and waiver of homestead.

Given under my hand and official seal this 25TH day of July, 2013

My Commission expires 10/01/2013

NOTARY PUBLIC

This instrument was prepared by Michael A. Lickerman, Esq.
134 N. LaSalle St., Suite 200, Chicago, IL 60602

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Exhibit A

LEGAL DESCRIPTION

00885732

PARCEL 1:

THE WEST 41.36 FEET OF THE NORTH 1/2 OF LOT 67 AND ALL OF LOT 68 TAKEN AS A TRACT IN THE SUBDIVISION OF BLOCK 6 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 32 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 14.28 FEET OF THE EAST 22.56 FEET OF THE NORTH 1/2 OF LOTS 67 AND ALL OF LOT 68 TAKEN AS A TRACT IN THE SUBDIVISION OF BLOCK 6 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 32 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

Cook County	
REAL ESTATE TRANSACTION TAX	
REVENUE	255.00
ISSUED	
DATE	

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Exhibit B

~~EXHIBIT A~~

(Legal Description)

PARCEL 1: THE EAST 24.78 FEET OF THE WEST 66.14 FEET OF THE NORTH HALF OF LOT 67 AND ALL OF LOT 68 TAKEN AS A TRACT IN SUBDIVISION OF BLOCK 6 OF THE SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 11.73 FEET OF THE NORTH 36.09 FEET OF THE NORTH HALF OF LOT 67 AND ALL OF LOT 68 TAKEN AS A TRACT IN THE SUBDIVISION OF BLOCK 6 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION RECORDED DECEMBER 1, 1987 AS DOCUMENT 87634692.

PIN: 14-32-426-080-0000

1661 NORTH DAYTON STREET B, CHICAGO, IL 60614

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EXHIBIT C

PARCEL 1:

THE EAST 36.20 FEET OF THE WEST 102.34 FEET OF THE NORTH 1/2 OF LOT 67 AND ALL OF LOT 68 TAKEN AS A TRACT IN THE SUBDIVISION OF BLOCK 6 OF SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RAGNE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 10.08 FEET OF THE NORTH 24.36 FEET OF THE EAST 22.56 FEET OF THE NORTH 1/2 OF LOT 67 AND ALL OF LOT 68 TAKEN AS A TRACT IN THE SUBDIVISION OF BLOCK 6 OF SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RAGNE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office