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Doc#: 1408515048 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/26/2014 01:24 PM Pg: 1 of 6

DECLARATION OF EASEMENT FOR INGRESS AND EGRESS

This instrument prepared by
and after recording mail to:
Lauren S. Kavanaugh, Esq.
Fuchs & Roselli, Ltd.
440 West Randolph Street
Suite 500
Chicago, IL 60606

THIS DECLARATION OF EASEMENT FOR INGRESS AND EGRESS is made by 2532 IRVING PARK, LLC, an Illinois limited liability company ("Grantor").

WHEREAS, Grantor is the owner of a tract of land described as follows and hereafter referred to as the "Premises":

LOTS 22, 23, 24 AND 25, BOTH INCLUSIVE, IN BLOCK 5 IN PAUL O. STENDLAND'S SECOND SUBDIVISION IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.s: 13-13-416-027-0000 (part of)
13-13-416-029-0000 (part of)

ADDRESS: 2544-2548 West Irving Park Road, Chicago, Illinois 60618

WHEREAS, Grantor desires to create a nonexclusive, irrevocable and perpetual easement for vehicular and pedestrian ingress and egress, for the benefit of the future owners of Lots 22, 23, 24, and 25 ("Lots") as shown on the attached Exhibit A, as set forth herein over the a portion of the Premises as follows and hereafter referred to as the "Easement Area":

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THAT PART OF LOTS 22, 23, 24 AND 25 IN BLOCK 5 IN PAUL O. STENDLAND'S SECOND SUBDIVISION IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 23; THENCE EASTERLY ALONG THE NORTH LINE OF LOTS 23, 10.67 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF LOT 23, 22.65 FEET; THENCE EASTERLY AT AN ANGLE OF 91 DEGREES 01 MINUTES 21 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 14.00 FEET; THENCE SOUTHERLY AT ANGLE OF 90 DEGREES 54 MINUTES 17 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 17.50 FEET; THENCE EASTERLY AT AN ANGLE OF 89 DEGREES 25 MINUTES 5 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 49.34 FEET; THENCE NORTHERLY AT AN ANGLE OF 90 DEGREES 32 MINUTES 58 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 18.32 FEET; THENCE EASTERLY AT AN ANGLE OF 88 DEGREES 59 MINUTES 50 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 10.05 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE OF LOT 24, 22.25 FEET TO THE NORTH LINE OF LOT 24; THENCE EASTERLY ALONG SAID NORTH LINE 14.67 FEET TO THE POINT OF BEGINNING, CONTAINING 1,451.6 SQUARE FEET.

NOW THEREFORE, in consideration of the mutual benefits accruing to the Grantor and to the future owners of the Lots, the following declarations, agreements and covenants and restrictions are made:

1. **DECLARATION OF EASEMENT.** The Grantor does hereby declare, create and constitute a nonexclusive, irrevocable and perpetual easement for the purpose of reasonable ingress, egress and access over, across and upon the Easement Area, for the benefit of the future owners of the Lots.
2. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors, assigns, tenants and personal representatives of the parties hereto.
3. **COVENANTS RUNNING WITH THE LAND.** The rights and obligations contained within the Easement Area shall run with the Premises, shall inure to and be for the benefit of the future owners of the Lots, their successors and/or assigns and Grantor, its successors and assigns and all shall be bound by the terms hereof.
4. **NO OBSTRUCTION OF INGRESS AND EGRESS.** Access to the Easement Area shall not be obstructed in any way and each owner of a Lot shall take any and all steps necessary to ensure access to the Easement Area located on his Lot. Parking of vehicles shall not be allowed on any portion of the Easement Area except as long as may be reasonably necessary to load and unload.

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5. **MAINTENANCE.** Each owner of a Lot shall be responsible for snow removal and maintenance of the Easement Area located on his Lot (including, but not limited to, maintaining the asphalt pavement on the Easement Area) in a safe and open condition so as to permit vehicular and pedestrian access over the Easement Area.
6. **CONSTRUCTION.** The rule of strict construction does not apply to this Declaration of Easement. This Declaration of Easement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment is carried out.
7. **ENFORCEMENT.** In the event any legal proceedings are instituted to enforce this Declaration of Easement, the party deemed by the court to have breached any term hereof shall be liable for the costs and expenses, including reasonable attorneys' fees incurred by the party seeking enforcement of this Declaration of Easement.
8. **SEVERABILITY.** If any clause, sentence or other portion of the terms, conditions, covenants and restrictions of this instrument become illegal, null or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.
9. **CAPTIONS.** The captions of this instrument are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this instrument and they shall not affect the interpretation hereof.
10. **GOVERNING LAW.** This Declaration of Easement shall be construed and governed in accordance with the laws of the State of Illinois.

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IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of this 18th day of March, 2014.

GRANTOR:

2532 IRVING PARK, LLC,
an Illinois limited liability company

By: 

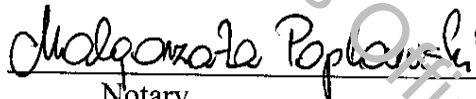
Name: Bartłomiej Przyjemski

Its: Manager

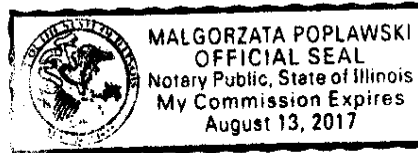
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that **Bartłomiej Przyjemski**, manager of **2532 IRVING PARK, LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act and the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of March, 2014.


Notary

My Commission Expires: _____



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EXHIBIT A

SURVEY OF EASEMENT AREA

See survey attached hereto.

Property of Cook County Clerk's Office

A large, handwritten scribble in black ink, consisting of several overlapping, curved lines that form a complex, abstract shape. It is positioned diagonally across the page, overlapping the text 'Property of Cook County Clerk's Office'.

