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Doc#: 1530318048 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/30/2015 02:10 PM Pg: 1 of 5

Property of Cook County Clerk's Office

Grant of Limited Easement Agreement

Prepared By

After Recording Mail to:

Tom Hawbecker
26 Blaine
Hinsdale IL 60521

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GRANT OF LIMITED EASEMENT AGREEMENT

This Grant Of Limited Easement Agreement is made the 8th day of April, 2015, by and between Emil Barci III (hereinafter "Barci") and Gina Catezone, as successor Trustee to the Sam Nuzzo Declaration of Trust signed on December 30, 2011 (hereinafter "Catezone");

Whereas, "Barci" is the owner in fee simple of property legally described as follows:

(Parcel One:)

LOT 22 IN BLOCK 4 IN THE SUBDIVISION OF BLOCK 4 IN THE CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN IN COOK COUNTY, ILLINOIS

COMMON ADDRESS: 3252 S. Princeton Ave, Chicago, IL 60616
PIN: 17-33-209-030-0000

Whereas, "Catezone" is the owner in fee simple of an adjoining parcel of land, lying adjacent to and immediately North of Parcel One and more particularly described as follows:

(Parcel Two:)

LOT 21 IN BLOCK 4 IN THE SUBDIVISION OF BLOCK 4 IN THE CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN IN COOK COUNTY, ILLINOIS

COMMON ADDRESS: 3250 S. Princeton Ave. Chicago, IL 60616
PIN: 17-33-209-029-0000

Whereas, a concrete walkway running east and west and providing access to Parcel One runs along the southern boundary of Parcel Two. (SEE EX. A. "SURVEY")

Whereas, "Barci" desires, and "Catezone" has agreed to grant "Barci", certain easement rights for ingress and egress over the entire width of the concrete walkway for proper access to Parcel One;

Therefore, in consideration of Ten dollars and for the mutual promises and agreements hereinafter contracted, it is agreed as follows:

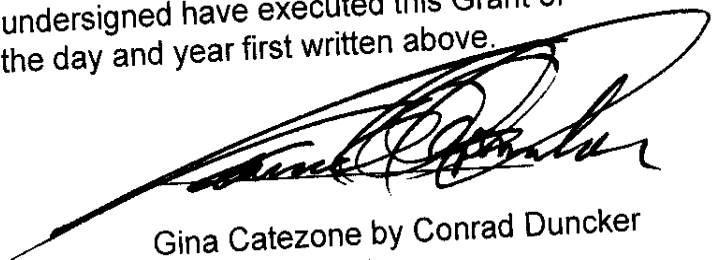
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- 1) "Catezone" hereby grants and conveys to "Barci" and their heirs, successors, and assigns an Easement as limited herein for the purposes of ingress, egress and access over, upon and across that portion of the concrete walkway that runs over Parcel Two. This Easement shall be for the benefit of Parcel One only by "Barci" and "Barci's" successors and assigns and the occupants of Parcel One and its invitees and is subject to the conditions herein contained.
- 3) "Barci" agrees that if the Home situated on Parcel One is ever destroyed or torn down, or otherwise has to be replaced, then the Home, to the extent feasible will be positioned in such a way so that a concrete walkway can be built entirely on Parcel One, whereupon this easement will automatically terminate and be of no further force and effect.
- 6) The Easement is for the benefit of and appurtenant to Parcel One and burdens Parcel Two. The rights and obligations imposed by this Grant of Easement shall run with the land. The acceptance by any person or entity of any interest in Parcel One or Parcel Two, or any portion of any of them, constitutes an agreement by such person or entity to perform all obligations imposed hereby and not to use, occupy or allow any use or occupancy of its property in a manner that would violate or breach any of the provisions of this Agreement.
- 7) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. No third party shall be entitled to enforce any term, covenant or condition of this Agreement, or have any rights hereunder.
- 8) In any event any legal proceedings are instituted to enforce this Agreement, the party deemed by the court to have breached any term hereof shall be liable for the costs and expenses, including reasonable attorney's fees incurred by the party seeking enforcement of this Agreement.
- 9) This Agreement may only be amended by a recorded document executed by the Parties to this Agreement or their successors of record.
- 10) If any terms of provision of this Agreement shall, to any extent be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected thereby, and each such remaining terms and provisions shall be valid and enforced to the extent permitted by law.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Easement Agreement effective as of the day and year first written above.



Emil Barci III



Gina Catezone by Conrad Duncker
Attorney in Fact

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State of Illinois)

) SS.

County of Cook)

I, the undersigned, a notary public in and for the above county and state, certify that Emil Barci III, known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act of the uses and purposes therein set forth

Dated: 4/8/15



Thomas B Hawbecker

Notary Public

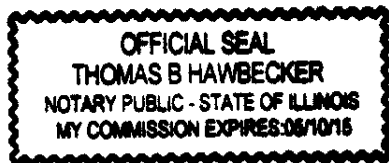
State of Illinois)

) SS.

County of Cook)

I, the undersigned, a notary public in and for the above county and state, certify that Sam Nuzzo by Conrad Duncker as attorney in fact, known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act of the uses and purposes therein set forth

Dated: 4/8/15



Thomas B Hawbecker

Notary Public

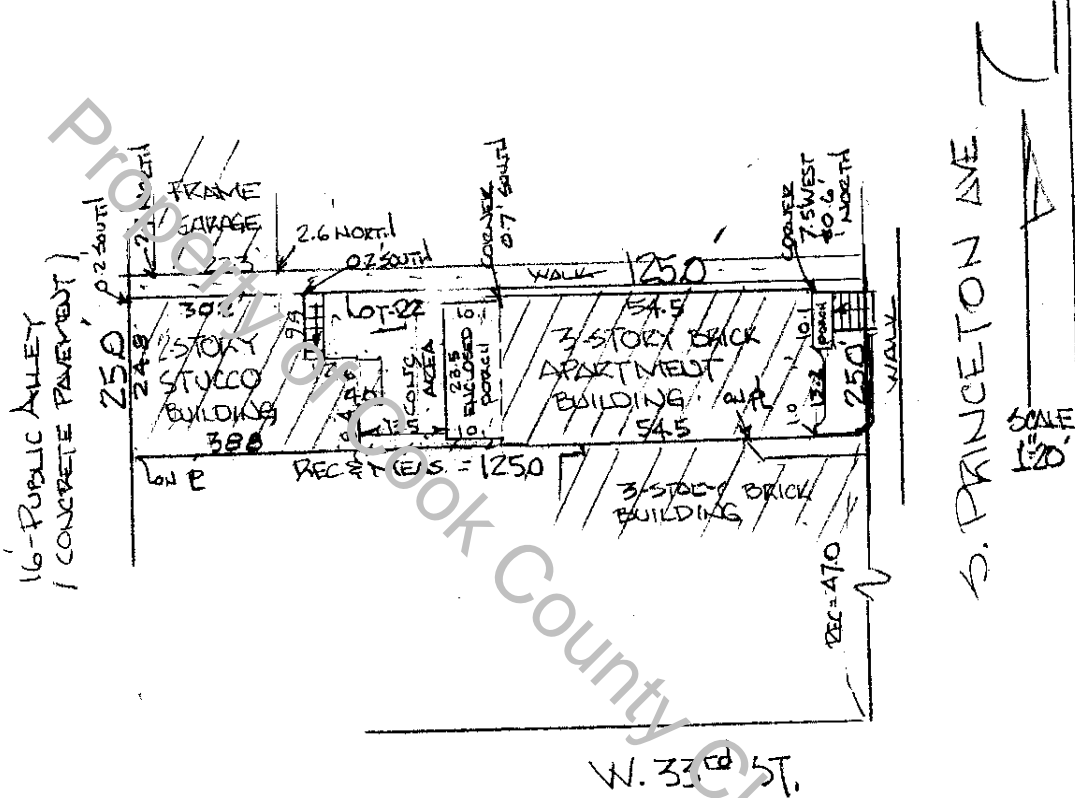
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PLAT OF SURVEY

OF

LOT 22 IN BLOCK 4 IN THE SUBDIVISION OF BLOCK 4 IN THE CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3252 S. Princeton Avenue, Chicago IL



I, PATRICK MCKIERNAN, A REGISTERED ILLINOIS LAND SURVEYOR HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE MENTIONED PARCEL OF LAND AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY, DATED THIS 4TH DAY OF MARCH, 2015.

THIS PROFESSIONAL SURVEY CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

Patrick McKiernan

PATRICK MCKIERNAN #2131
680 SADDLE RIDGE
CRYSTAL LAKE, IL 60012
815-477-8255



LICENSE EXPIRES:
NOVEMBER 30, 2016
ORDERED BY: CONRAD DUNCKER
FIELD WORK DONE ON 3/4/2015