



Doc#: 1618850038 Fee: \$88.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/06/2016 09:05 AM Pg: 1 of 9

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made and entered into this 16 day of June, 2015, by and between RONALD LEA ("LEA"), and CF Real Estate IL, LLC – Series 1283 W. Victoria, an Illinois Series Limited Liability ("CF REAL ESTATE").

WITNESSETH

WHEREAS, LEA is the owner of certain real property commonly known as Lot 1 of 1281 W. Victoria, Chicago, Illinois, which abuts the CF REAL ESTATE Property (as hereafter defined) and is more particularly described on Exhibit A attached hereto and made a part hereof (the "LEA Property"), which LEA Property is an empty lot; and

WHEREAS, CF REAL ESTATE is the owner of certain real property commonly known as Lot 2 of 1283 W. Victoria, Chicago, Illinois, which abuts the LEA Property and is more particularly described on Exhibit B attached hereto and made a part hereof (the "CF REAL ESTATE Property"), which CF REAL ESTATE Property has been improved by the erection of an apartment building; and

WHEREAS, the LEA Property and the CF REAL ESTATE Property are shown on the drawing or survey attached hereto as Exhibit C and made a part hereof; and

WHEREAS, LEA has purchased the LEA Property from CF REAL ESTATE and as a condition of the sale LEA agreed to grant a certain perpetual, non-exclusive easements to CF REAL ESTATE over the LEA Property for the benefit of CF REAL ESTATE, upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100's Dollars (\$10.00), the reciprocal covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by and between the parties hereto, LEA hereby agree as follows:

1. Easement Benefiting the CF REAL ESTATE Property

LEA hereby grants, conveys, sets over and assigns to CF REAL ESTATE and its successors and assigns, a non-exclusive, perpetual easement three feet wide inside the Northeast property line of the LEA Property, as shown on Exhibit C hereto, for the purpose of egress and ingress of pedestrian traffic for the benefit of the CF REAL ESTATE Property.

2. Maintenance.

CF REAL ESTATE shall maintain, repair, replace, and reconstruct, as may be appropriate, the Easement Area (as hereafter defined). CF REAL ESTATE's maintenance obligations with respect to the Easement Area shall include, without limitation, the following:

(a) Maintain, repair, and replace the paved surface of the Easement Area such that that surface is smooth and evenly covered with the type of surfacing materials originally installed on it, or such substitute surfacing materials as shall be in all respects equal to the original surfacing material in quality, appearance and durability.

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(b) Remove all papers, debris, filth, refuse, snow, and ice from the Easement Area and wash or thoroughly sweep paved areas of the Easement Area as reasonably required by generally accepted maintenance standards of similar properties.

3. Maintenance Expenses.

CF REAL ESTATE shall pay all maintenance expenses for the Easement Area.

4. Operation of Easement Areas.

The easement herein granted as shown on Exhibit C hereto (the "Easement Area") shall be used by CF REAL ESTATE and its successors and assigns and its tenants, in a manner which will not unreasonably interfere with LEA's use and operation thereof. CF REAL ESTATE further agrees: (i) that the Easement Area shall remain open for uninterrupted and unobstructed pedestrian access to and from the public highways, roads, sidewalks and streets abutting the same, at all times, except during reasonable periods of time required to provide maintenance, repairs or to prevent public dedication; (ii) to maintain the entrances, exits and curb cuts to the parcels in the locations set forth on Exhibit C hereto; and (iii) not otherwise materially change the Easement Area without first obtaining the consent of LEA or his heirs, successors or assigns, which consent shall not be unreasonably withheld, conditioned or delayed.

5. Default.

In the event of a breach or any attempted or threatened breach of any of the terms, covenants and provisions hereof, the aggrieved party hereunder shall be entitled to exercise all available legal and equitable remedies for the consequence of such breach or attempted breach including, but not limited to, injunctive relief, and shall further be entitled to reasonable fees, costs and expenses of any such suit or proceedings. Following written notice and a fifteen (15) day opportunity to cure, a party may exercise self-help and charge the reasonable cost thereof to the defaulting party.

6. Covenants Running with the Land.

The easement hereby granted shall be non-exclusive easements in perpetuity running with the land, and shall be binding upon and shall inure to the benefit of all persons, heirs, successors and assigns now owning or subsequently acquiring all or a portion of the LEA Property or CF REAL ESTATE Property and all claiming under them.

7. No Dedication.

Neither this Agreement nor the recordation hereof is intended to, and neither shall be construed to, create any rights, easements or privileges in the public generally by dedication or otherwise in and to the land or any portion thereof.

8. Applicable Law.

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

9. Not a Dedication; Blockage of Access.

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LEA and CF REAL ESTATE reserve unto themselves, their heirs, successors and assigns, the right to barricade and deny access in, to or across easements established hereby on their respective properties for the minimum period required under the laws of the State of Illinois to avoid vacation of the access ways, or portions thereof, for public use or the creation of prescriptive rights therein, and to temporarily barricade access easements as necessary for the purpose of (i) repairing or maintaining the surface area thereof, and (ii) installing, maintaining, repairing and relocating any utilities located thereon or thereunder; provided, however, that such work shall be performed in a manner so as to minimize interference with the easement rights intended to be afforded hereby.

10. Severability.

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be illegal, invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to any person or circumstances other than that as to which it shall be invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11. Amendments.

This Agreement may only be amended or modified by a written agreement and with the consent of LEA and CF REAL ESTATE.

12. Termination.

Notwithstanding any provision contained herein to the contrary, this Agreement may be terminated by the mutual written agreement of LEA and CF REAL ESTATE, their heirs, successors or assigns.

13. Notice.

Any notice, report or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is (i) mailed by registered or certified mail, return receipt requested, (ii) sent via nationally recognized overnight air express courier, (iii) sent via hand delivery courier, or (iv) sent via email (with a hard copy to follow by any of the means set forth in (i), (ii) or (iii) above. All notices must be sent to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice. Any notice sent pursuant to this Section shall be deemed effective on the date of receipt or refusal of such notice. The initial addresses for notices shall be as follows, provided that either party may change its address for notices by written notice to the other party:

If to LEA:

Ronald Lea
1277 W. Victoria
Chicago, Illinois 60660
Telephone:
Email:

If to CF REAL ESTATE:

CF Real Estate
c/o Peter Couri

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One South Wacker Dr., Ste 3200
Chicago, Illinois 60606
Telephone: 312-416-4229
Email: pcouri@cfipartners.com

IN WITNESS WHEREOF, LEA and CF REAL ESTATE have caused this Agreement to be executed and delivered as of the day and year first written above.

CF Real Estate IL, LLC – Series 1283 W. Victoria

By: Bradford B. Couri, Managing Member
Name: Bradford B. Couri

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

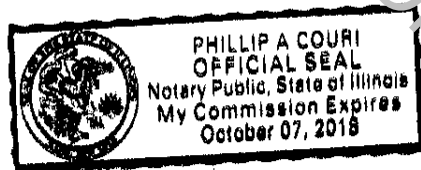
On this, the 15 day of June, 2015, before me, a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments, personally appeared Bradford B. Couri, who acknowledged himself to be the person who executed the foregoing instrument for the purposes therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

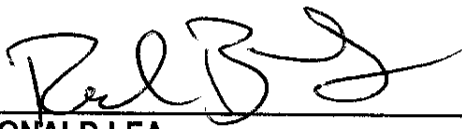
My Commission Expires:

[Signature]

Notary Public



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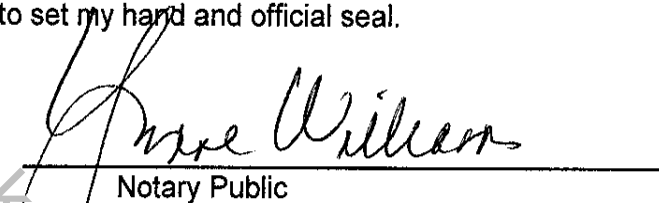
RONALD LEA

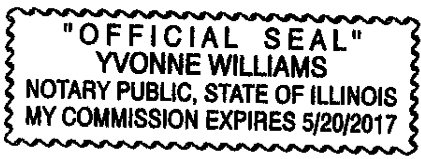
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this, the 16 day of June, 2015, before me, a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments, personally appeared Ronald Lea, who acknowledged himself to be the person who executed the foregoing instrument for the purposes therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 5/20/17



Notary Public

Property of Cook County Clerk's Office

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Exhibit A

LOT 2 IN BLOCK 6 IN CAIRNDUFF'S ADDITION TO EDGEWATER, BEING A
SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 5,
TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit B

LOT 1 IN BLOCK 6 IN CAIRNDUFF'S ADDITION TO EDGEWATER, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

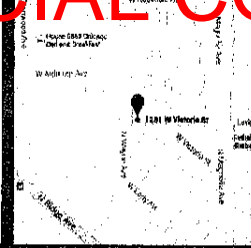
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Exhibit C

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXACTA
ILLINOIS SURVEYORS, INC.



PROPERTY ADDRESS: 1281 W. VICTORIA CHICAGO, ILLINOIS 60660

SURVEY NUMBER: IL1503.3009

FIELD WORK DATE: 3/27/2015
IL 1503.3009
BOUNDARY SURVEY
COOK COUNTY

REVISION DATE(S): (REV.3 6/10/2015) (REV.3 6/9/2015) (REV.2 3/31/2015) (REV.1 3/29/2015)

LOT 2 IN BLOCK 6 IN CAIRNDUFF'S ADDITION TO EDGEWATER, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

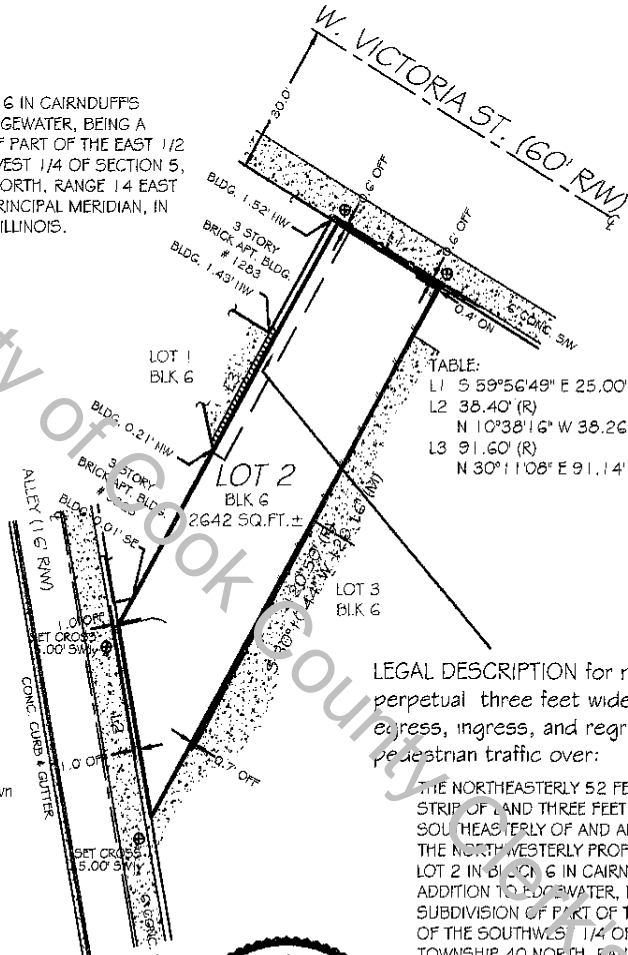


TABLE:

L1	S 59°56'49" E 25.00' (R&M)
L2	35.40' (R)
N	10°38'16" W 38.26' (M)
L3	91.60' (R)
N	30°11'08" E 91.14' (M)

LEGAL DESCRIPTION for non-exclusive, perpetual three feet wide easement for egress, ingress, and regress of pedestrian traffic over:

THE NORTHEASTERLY 52 FEET OF A STRIP OF LAND THREE FEET WIDE SOUTHEASTERLY OF AND ADJACENT TO THE NORTHWESTERLY PROPERTY LINE OF LOT 2 IN BLOCK 6 IN CAIRNDUFF'S ADDITION TO EDGEWATER, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 1.56 SQ.FT.±

Note: Improvements not shown per Client's request

STATE OF ILLINOIS } ss
COUNTY OF GRUNDY }

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, GIVEN UNDER MY HAND AND SEAL THIS 27th DAY OF MARCH, 2015 AT 316 E. JACKSON STREET IN MORRIS, IL 60450.

Kenneth Kennedy

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3403
LICENSE EXPIRES 11/30/2016
EXACTA LAND SURVEYORS LB# 5763



GRAPHIC SCALE (In Feet)
1 inch = 30' ft.



THE ABOVE SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE NUMBER IN THE BOTTOM RIGHT CORNER.

POINTS OF INTEREST
NONE VISIBLE

CLIENT NUMBER: 150134 DATE: 6/10/2015

BUYER: RON LEA

SELLER: CF REAL ESTATE IL - SERIES 1283 W. VICTORIA

CERTIFIED TO: RON LEA; PRECISION TITLE COMPANY; UNKNOWN.

Exacta Proudly Supports

THE cara PROGRAM
transforming lives...

www.incaredprogram.org

Since 1981, The Cara Program has helped over 1,000 individuals with more than 8,000 family care placements. The Cara number of assistance is helping thousands of survivors from the Holocaust to the 21st.

EXACTA
ILLINOIS SURVEYORS, INC.

LB# 184005763

www.exactachicago.com
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