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This Document Prepared By and
After Recording Return to:

Cherie Strong.
The Chicago Housing Authority
60 E. Van Buren Street
12th Floor
Chicago, IL 60605



Doc#: 1623919395 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/26/2016 03:31 PM Pg: 1 of 10

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 29th day of July, 2016 by and between CHICAGO HOUSING AUTHORITY, an Illinois municipal corporation ("Grantor"), whose address is 60 E. Van Buren Street, 12th floor, Chicago, Illinois 60605, and VOICE OF THE PEOPLE IN UPTOWN, INC., an Illinois not for profit corporation, ("Grantee"), whose address is 4861 N. Kenmore, Unit 1 South, Chicago, Illinois 60640.

RECITALS:

WHEREAS, Grantor owns fee simple title to the land, property and space located in Cook County, Illinois and legally described on Exhibit A attached hereto and made a part hereof, which is improved with a three (3) story building (the "Grantor Property"); and

WHEREAS, Grantee owns fee simple title to the land, property and space located in Cook County and located immediately to the south of and adjacent to the Grantor Property, legally described on Exhibit B attached hereto and made a part hereof ("Grantee Property"); and

WHEREAS, Grantee Property is located immediately to the south of and adjacent to the Grantor Property and Grantee desires to access, enter and exit Grantee Property on, over, through, and across Grantor Property as described and depicted on Exhibit C (the "Easement Area").

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Grant of Access Easement. Grantor hereby grants to Grantee and its successors and assigns, and to its and their respective unit owners, occupants, permittees, contractors, agents and employees (collectively, the "Grantee Occupants"), as an easement appurtenant to the Grantee Property, a perpetual, non-exclusive easement on, over, through and across Grantor Property as depicted on Exhibit C solely for the purposes of pedestrian ingress and egress to and from the

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Grantee Property from and to the adjacent public and private roadways serving the Grantor Property (the "Easement").

2. Maintenance and Repair Obligations. Grantee shall be responsible at its expense for maintaining the Easement Area in accordance with the purposes set forth herein, including construction of a fence, removal of trash, waste and litter. Grantor shall have the right, but not obligation to enter Easement Area to remove trash, waste and litter in the event Grantee fails to perform such functions in a responsible manner.

3. Mechanic's Liens. Grantee shall have no right, authority or power to bind Grantor for the payment of any claim for labor or material or for any other charge or expense incurred in connection with the performance of any work on the Grantor Property ("Work"), nor to render the Easement Area (or any portion of the Grantor Property) liable for any lien or right of lien for any labor, material or services or for any other charges or expenses incurred in connection therewith. In addition, Grantee shall not under any circumstances be considered an agent of Grantor in conducting any Work. Subject to the provisions set forth below in this Section 3, Grantee shall, at all times, keep the Easement Area and the Grantor Property free and clear of mechanics', materialmen's, and other liens, and all charges, claims, and encumbrances caused or created by Grantee's performance of any Work pursuant to the Easement. If any mechanics' or other lien, charge or order for the payment of money or other encumbrance caused or created by Grantee's performance of any Work or Grantee's exercise of its rights under this Agreement shall be filed against the Grantor or any portion of the Grantor Property, Grantee shall promptly, at its own cost and expense either (a) cause same to be discharged of record, (b) cause same to be bonded over, (c) cause same to be insured over, or (d) provide Grantor with such security as may be reasonably acceptable to Grantor, and in the case of an election under (b), (c) or (d) above, to otherwise diligently contest the same; and Grantee shall indemnify and hold harmless Grantor against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting therefrom. If Grantee fails to comply with the foregoing provisions, Grantor shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and Grantee agrees to reimburse Grantor for all reasonable costs, expenses and other sums of money in connection therewith.

4. Indemnification. To the fullest extent not prohibited by applicable law, Grantee shall protect, indemnify, save harmless and defend Grantor from and against any and all liabilities, obligations, losses, claims, demands, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon, asserted against or incurred by Grantor arising from (a) Grantee's (or any of Grantee's Occupants') exercise of the Easement, or (b) any breach or default on the part of Grantee in the performance of any term, covenant, condition, obligation or agreement on the part of Grantee to be performed or met under this Agreement.

5. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors and personal representatives of the parties hereto.

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6. Notices. Any notices that the parties hereto may be required, or may desire, to give hereunder shall be in writing and shall be delivered at the respective addresses set forth above. Notice may be given by personal delivery, recognized overnight courier, or by United States mail in the manner set forth below. Notices shall be deemed to have been duly given (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by recognized overnight courier, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, or (c) if by mail, on the first to occur of actual receipt or refusal of delivery by any person at the intended address after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid. A party may from time to time specify any other address as its address for receipt of notices hereunder, by sending a notice to the other party in the manner provided above.

7. Remedies Cumulative. Notwithstanding anything contained herein to the contrary, any and all remedies set forth in this Agreement shall be in addition to any and all other remedies either party hereto may have at law or in equity and shall be cumulative.

8. Severability. If any provision of this Agreement is held to be invalid by any court, the invalidity of that provision shall not affect the validity of the remaining provisions of this Agreement. If any provision of this Agreement is held to constitute a violation of the rule against perpetuities, that provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Barack Hussein Obama, President of the United States, plus 21 years thereafter.

9. Waiver. The failure of either party to insist upon the performance of any of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms or conditions, but the same shall continue in full force and effect as if no such forbearance or waiver had occurred. If either party expressly waives, in writing, any breach of the terms or conditions of this Agreement, such waiver shall not be deemed to be a waiver of any other breach whether preceding or succeeding and whether of the same or of a similar nature.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

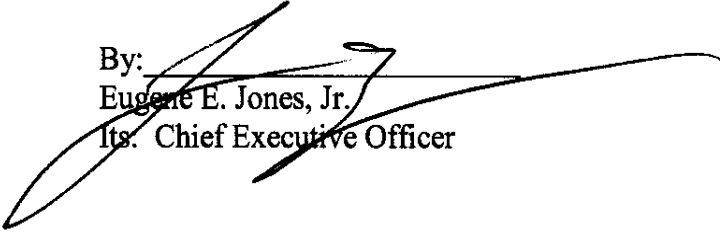
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IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals as of this 29th day of July, 2016.

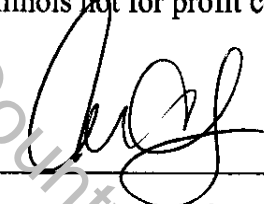
GRANTOR:

CHICAGO HOUSING AUTHORITY, an Illinois municipal corporation

By: 
Eugene E. Jones, Jr.
Its: Chief Executive Officer

GRANTEE

VOICE OF THE PEOPLE IN UPTOWN, INC., an Illinois not for profit corporation

By: 
Its: President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Rose M. Allen a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Eugene E. Jones, Jr., as Chief Executive Officer of Chicago Housing Authority, a municipal corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and as such, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 12th day of August, 2016.

Rose M. Allen

Notary Public

My commission expires: _____



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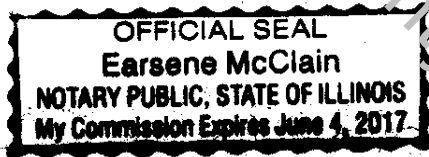
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Earsene McClain, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Angela Clay, as President of VOICE OF THE PEOPLE IN UPTOWN, INC., is personally known to me to be the same person whose name is subscribed to the foregoing instrument and as such she, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act and deed of said not-for-profit corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 18th day of August, 2016.


Notary Public

My commission expires: 06-04-2017



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EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

LOT 16 AND THE NORTH 1/2 OF LOT 15 IN GEORGE LILL'S SHERIDAN ROAD ADDITION TO CHICAGO, A SUBDIVISION OF PART OF LOT 4 OF FUSSEY AND FENNIMORES SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 4857 N. Kenmore Avenue, Chicago, Illinois 60640

P.I.N. 14-08-416-029-0000

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EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE PROPERTY

THE SOUTH 25 FEET OF LOT 15 IN LILL'S SHERIDAN ROAD ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE SOUTHEAST $\frac{1}{4}$ FRACTIONAL $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 4853 N. KENMORE, CHICAGO, ILLINOIS 60640

P.I.N. 14-08-416-007-0000

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EXHIBIT C

LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA

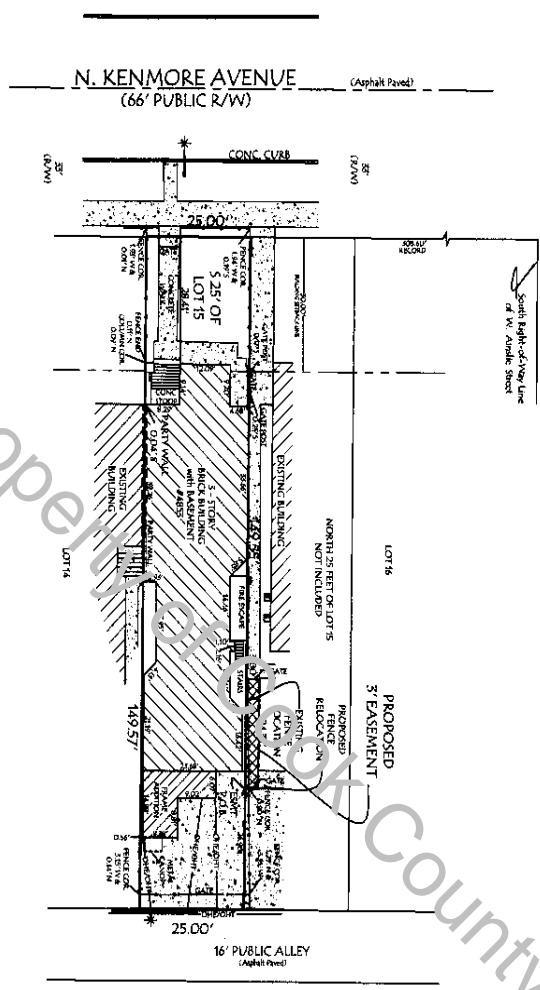
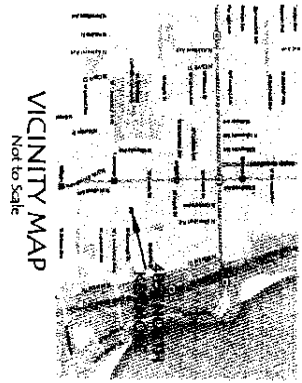
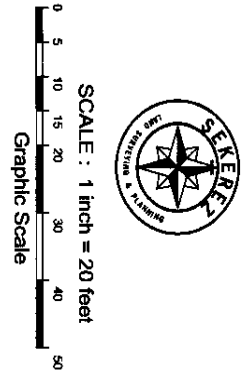
SEE ATTACHED SURVEY DATED FEBRUARY 17, 2016, BY ZARKO SEKEREZ & ASSOCIATES, INC.

EASEMENT DESCRIPTION:

A 3 FOOT WIDE EASEMENT BENEFITING THE ABOVE PARCEL, SAID EASEMENT BEING A PART OF THE NORTH 25 FEET OF LOT 15 IN LILL'S SHERIDAN ROAD ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE SOUTHEAST $\frac{1}{4}$ FRACTIONAL $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH 25 FEET OF SAID LOT 15; THENCE WEST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 26.90 FEET TO THE POINT OF THE BEGINNING; THENCE CONTINUING WEST A DISTANCE OF 24.33 FEET TO THE POINT OF TERMINATION.

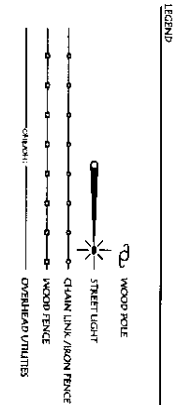
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PROPERTY DESCRIPTIONS:

PARCEL IDENTIFIED BY EXHIBENT: 1.51 SHERIDAN ROAD ADDITION TO CHICAGO TRING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 17, 4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, CONTAINING 3,799 SQ. FT. (0.08 ACRES) MORE OR LESS.

EXHIBENT'S DESCRIPTION: PARCEL IDENTIFIED BY EXHIBENT, THE ABOVE PARCEL, SAID EXHIBENT WANTS A PART OF THE NORTH 25 FEET OF LOT 15 IN LILL'S SHERIDAN ROAD ADDITION TO CHICAGO TRING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 17, 4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LING NORTH OF AND ADJACENT TO THE FOLLOWING COMMERCIAL LINE CORNER OF THE NORTH 25 FEET OF SAID LOT 15, THENCE WEST ALONG THE SOUTH LINE HERE OF A 10' WIDENGE OF 25.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING WEST A 50.00 FEET TO A 90.00 TO THE CORNER OF TERNAN WALK.



MISCELLANEOUS NOTES:

- 1) EASEMENT IS ON P.L.N. 14-08-486-029
- 2) EASEMENT BENEFITS P.L.N. 14-08-484-007
- 3) FENCE LINE LOCATIONS ARE APPROXIMATE
- 4) THE EXHIBENT REQUESTS THE REFINEMENT ON THE DRAWING TO NOT CONTINUE AN OPINION ON THE PART OF THE SURVEYOR AS TO THEIR OWNERSHIP OR TO THE VALIDITY OF ANY CLAIM BASED ON THEIR LOCATION.

SURVEYOR'S CERTIFICATION:

I, the undersigned, an Illinois Registered Land Surveyor, hereby certify to the above named party that on the date shown on the face of the said certificate herein was made and that to the best of my knowledge and belief the same is true and correct. This certificate is prepared for use by the above named party only, for the use and purpose of identification of the boundary of the land herein shown and does not constitute a surveyor's certification of the boundary of the land herein shown and does not constitute a surveyor's certification of the boundary of the land herein shown.

VOICE OF THE PEOPLE
4861 North Kenmore
Chicago, Illinois

SEKEREZ SURVEYING & PLANNING
16 WEST CLARK STREET
CHICAGO, ILLINOIS 60645
TEL: PHONE (773) 722-0291
FAX: (773) 722-0291
WWW.SEKEREZ.COM

PAUL M. SEKEREZ
REGISTERED LAND SURVEYOR
LICENSE EXPIRATION DATE: November 1, 2016
Date of Survey: February 17, 2016