UNOFFICIAL CORMINIMANTE

Freedom Title Corporation 2260 Hicks Road Suite 415 Rolling Meadows IL 60008

6715293

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EASEMENT AGREEMENT

Doc# 1702449450 Fee \$76.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN ALYARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/24/2017 03:24 PM PG: 1 OF 6

STATE OF ILLINOIS)	*
,)	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COOK)	

day of October, 2016, among Chicago Title Land Trust Company as Trustee under Trust Number 8002264973 dated May 29, 2014, having an address of Chicago, Illinois and Salvador Mendez, kaying an address of 2333 W. Grand Ave. Chicago Illinois 60612.

RECITALS:

WHEREAS, Chicago Title and Trust as Trustee as aforesaid, is the owner of property located at the common acidress of 2331 W. Grand Ave. Chicago, Illinois, more particularly described on Exhibit "A" and the common acidress of 2331 W. Grand Ave. Chicago, Illinois, more particularly described on Exhibit "A" and the common acidress of 2331 W. Grand Ave. Chicago, Illinois, more particularly described on Exhibit "A" and the common acidress of 2331 W. Grand Ave. Chicago, Illinois, more particularly described on Exhibit "A" and the common acidress of 2331 W. Grand Ave. Chicago, Illinois, more particularly described on Exhibit "A" and the common acidress of 2331 W. Grand Ave. Chicago, Illinois, more particularly described on Exhibit "A" and the common acidress of 2331 W. Grand Ave. Chicago, Illinois, more particularly described on Exhibit "A" and the common acidress of 2331 W. Grand Ave. Chicago, Illinois, more particularly described on Exhibit "A" and the common acidress of 2331 W. Grand Ave. Chicago, Illinois, more particularly described on Exhibit "A" and the common acidress of 2331 W. Grand Ave. Chicago, Illinois, more particularly described on Exhibit "A" and the common acidress of 2331 W. Grand Ave. Chicago, Illinois, more particularly described on Exhibit "A" and the common acidress of 2331 W. Grand Ave. Chicago, Illinois, more particularly described on Exhibit "A" and the common acidress of 2331 W. Grand Ave. Chicago ("Lot 97") and the common acidress of 2331 W. Grand Ave. Chicago ("Lot 97") and the common acidress of 2331 W. Grand Ave. Chicago ("Lot 97") and the common acidress of 2331 W. Grand Ave. Chicago ("Lot 97") and the common acidress of 2331 W. Grand Ave. Chicago ("Lot 97") and the common acidress of 2331 W. Grand Ave. Chicago ("Lot 97") and the common acidress of 2331 W. Grand Ave. Chicago ("Lot 97") and the common acidress of 2331 W. Grand Ave. Chicago ("Lot 97") and the common acidress of 2331 W. Grand Ave. Chicago ("Lot 97") and the common acidress of 2331 W. Grand Ave. Chicago ("Lot 97") and the co

WHEREAS, Salvador Mendez is the owner of property located at the common address of 2333 W. Grand Ave. Chicago, Illinois, no e particularly described on Exhibit "B" attached hereto and made a part hereof ("Lot 98") and;

WHEREAS, Owner of Lot 97 wishes to grant to the Owner of Lot 98 a certain a easement over and across Lot 97 and;

WHEREAS, Owner of Lot 98 wishes to grant to the Owner of Lot 97 a certain easement over and across the Lot 98.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

1. ACCESS EASEMENT. The Owner of Lot 97 and the Owner of Lot 98 hereby grant, bargain, quit claim and convey to the Owner of each of the other Lots, its successors, assigns, mortgagees, lessees, sub-lessees, employees, agents, customers, licensees and invitees, for the benefit of each other Lot, a non-exclusive easement (the "Access Easement"), for pedestrian ingress and egress upon, over and across the West 1.5 feet of Lot 97 given to Lot 98, and the East 1.5 feet of Lot 98 given to Lot 97, necessary to allow ingress and egress, deliveries and services.

CORD REVIEW A

UNOFFICIAL COPY

- 2. MAINTENANCE. The Owner of each Lot agrees that they shall each maintain or cause to be maintained the portion of the easement located on their respective property, and shall keep it in good order and repair and shall keep the Easement Areas clear and free of rubbish and obstructions of every nature which unreasonably interfere with the easement granted herein.
- 3. PRIVATE EASEMENT APPURTENANT. The Easement created hereby is for the benefit of the Owner of Lot 97, and the Owner of Lot 98, their successors, heirs, assigns, tenants, agents, employees, contractors, suppliers, invitees and guests. Nothing contained herein shall be construed to grant any rights to the public or to any governmental authority or agency to use or enter upon either of the Tracts.
- 4. COVENANTS RUNNING WITH THE LAND. The easements, covenants and restrictions set forth in this Agreement shall run with Lot 97 and Lot 98, and shall be binding upon the Owners of each Lot, and their tenants, successors and assigns and shall remain in full force and effect and shall be unaffected by any change in ownership of the either Lot or by any change in use, demolition, reconstruction. expansion or other circumstances, except as specified herein.
- 5. SEVERABILITY. If any provision of this Agreement, or portion hereof, or the application hereof to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion hereof to any other person or circumstances, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 6. AMENDMENT. This Agreement view only be amended, modified, or terminated by and agreement in writing, executed and acknowledged by all of the then current owners of Lot 97 and Lot 98.
- 7. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Illinois.
- 8. ENFORCEABILITY. Upon default by any party in the performance of its obligations under the terms of this Agreement, and failure of such party to cure such default within ten (10) days after the delivery of written notice from any non-defaulting party (or, in the case of a default which cannot be cured within a ten (10) day period, to commence actions to cure such default within said ten (10) day period and work diligently thereafter to cure such default), then for as long as the default continues any other party shall have the right at its sole election to obtain specific performance by Injunction or to pursue any other remedy available at law or in equity.
- 9. INSURANCE. The parties hereto shall at all times during the term of this Agreement maintain comprehensive public liability insurance, with respect to the use, operation, and condition of their respective easement.
 - 10. **COUNTERPARTS.** This agreement may be signed in counterparts.

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IN WITNESS WHEREOF, Chicago Title and Trust Under Trust number 8002364973 by its beneficiary and Salvador Mendez have caused this Agreement to be executed as of this day of October, 2016. This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument. This instrument is executed by the undersigned Land Trustee, OWNER OF LOT 97 Trust Officer. AS TRUSTEE UNDER TRUST NO. 8002364973 DATED MAY 29, 2014 , and not personally OWNER OF LOT 98 Trustee in this instrument. SALVADOR MENDEZ Coop Count STATE OF ILLINOIS COUNTY OF COOK Before me, the undersigned notary public, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. day of October, 2016. Given under my hand and seal of office this Notary Public Signature ANEMARIE AIELLO NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Nov. 03, 2018

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STATE OF ILLINOIS)) SS	
COUNTY OF COOK) * CHICAGO TITLE LAI	ND TRUST COMPANY
Before me, the undersigned	notary public, on this day per	sonally appeared Patricia L. Alvarez
Eliusi Officer Ut, known to me to	be the person whose name is	subscribed to the foregoing
	ed to me that he executed the s	same for the purposes and
consideration therein expres	ssed.	
	<i>ከ</i> ለ የ	ap November A
Given under my han	d and seal of office this AS	day of October, 2016.
100	Silvia me	disa
9	Notary Public Signature	"OFFICIAL SEAL"
6120120).c	SILVIA MEDINA
My Commission Expires		Notary Public, State of Illinois My Commission Expires 06/26/2020

	RECORDED RETURN TO:	
ANTHONY DEMAS	T	
ATTORNEY AT LAW		
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EXHIBIT A

LOT 97 IN THE SUBDIVISION OF BLOCK 24 OF CANAL TRUSTEES SUBDIVISION OF SECTION 7 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1864, IN COOK

COUNTY ILLINOIS.

PIN: 17-07 125-011-0000

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EXHIBIT B

LOT 98 IN THE SUBDIVISION OF BLOCK 24 OF CANAL TRUSTEES DIV.
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E PLAT TH.
JUNTY ILLINOS.

PIN: 17-07-125-010-0000 **SUBDIVISION OF SECTION 7 TOWNSHIP 39 NORTH, RANGE 14** EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO