

Acquest Title Services, LLC

2017080075

FIRST AMENDMENT TO  
AGREEMENT FOR RIGHT OF WAY  
AND EASEMENT, RESERVATION,  
AND GRANT OF EASEMENT

Doc#: 1731118022 Fee: \$70.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 11/07/2017 09:48 AM Pg: 1 of 12

Prepared by and return after recording to:

Daniel G. Quinn, Attorney  
Law Office of Daniel G. Quinn, P.C.  
4479 Central Avenue  
Western Springs, IL 60558

This First Amendment to that certain Agreement for Right of Way and Easement, Reservation, and Grant of Easement (the "Amendment"), is made and entered into this 22 day of August, 2017, by and between MATTHEW W. CULLEN and ELIZABETH W. CULLEN (hereinafter referred to as "Cullen"), and GEORGIA KYRIAKOPOULOS (hereinafter referred to as "Kyriakopoulos").

WHEREAS, Cullen owns property located at 2515 W. Gunnison Street, Chicago, Illinois, and legally described in Exhibit A attached hereto (the "Cullen Property"); and

WHEREAS, Kyriakopoulos owns property located at 2517 W. Gunnison, Chicago, Illinois, and legally described in Exhibit B attached hereto (the "Kyriakopoulos Property"), which is adjacent to the Cullen Property; and

WHEREAS, a prior owner of both the Cullen Property and the Kyriakopoulos Property reserved an easement and right of way, upon the Cullen Property and for the benefit of the Kyriakopoulos Property, and further granted an easement and right of way, upon the Kyriakopoulos Property for the benefit of the Cullen Property, as set forth in that certain warranty deed made by Lillian F. Carelin to Irving A. Stein and Deborah Stein, dated July 14, 1950, and recorded as document no. 14852511, a copy of which is attached hereto as Exhibit C (the "Deed Reservation and Easement Grant"); and

WHEREAS, contemporaneous with the Deed Reservation and Easement Grant, prior owners of both the Cullen Property and the Kyriakopoulos Property entered into that certain Agreement for Right of Way and Easement dated July 14, 1950, and recorded as document no. 14852513, a copy of which is attached hereto as Exhibit D (the "Easement Agreement"), granting to each other a right of way and easement for free and unobstructed passage over and upon certain areas of the Cullen Property and Kyriakopoulos Property; and

WHEREAS, Cullen and Kyriakopoulos wish to amend the Deed Reservation and Easement Grant, and the Easement Agreement, to reflect modified dimensions for the rights of way and easements described therein;

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. The following language contained in the Deed Reservation and Easement Grant shall be deleted and shall be of no further force or effect:

# UNOFFICIAL COPY

"the west four (4) feet at the sidewalk to five (5) feet, seven and one quarter ( $7\frac{1}{4}$ ) inches at the alleyway of the above-described parcel, being a part of the common passageway as presently existing on the above-described parcel and adjoining Lot 14, which grantor presently owns; and grantor hereby gives and grants unto the grantees, their heirs and assigns a like right of way and easement for free and unobstructed passage upon and over the east four (4) feet, two and three-eighths ( $2\frac{3}{8}$ ) inches at the sidewalk to six (6) feet, eleven (11) and five-eighths ( $11\frac{5}{8}$ ) inches at the alleyway of the adjoining Lot 14,"

and the following language shall be substituted in place thereof:

"the west four (4) feet of said Lot 13, beginning at the north line of said Lot 13, and running south a distance of 88 feet 7 inches ( $88' 7"$ ), being a part of the common passageway as presently existing on the above-described parcel and adjoining Lot 14, which grantor presently owns; and grantor hereby gives and grants unto the grantees, their heirs and assigns a like right of way and easement for free and unobstructed passage upon and over the east four (4) feet, two and three-eighths ( $2\frac{3}{8}$ ) inches of said Lot 14, beginning at the north line of said Lot 14, and running south a distance of 88 feet, 7 inches ( $88' 7"$ )."

2. The following language contained in section 1 of the Easement Agreement, shall be deleted and shall be of no further force or effect:

"the East  $4' 2\frac{3}{8}"$  at the sidewalk to  $6' 11\frac{5}{8}"$  at the alleyway running south from the sidewalk to the alleyway"

and the following language shall be substituted in place thereof:

"the East four feet and two and three eighths inches ( $4' 2\frac{3}{8}"$ ) of Lot 14 as legally described below, beginning at the north line of said Lot 14, and running south a distance of 88 feet, 7 inches ( $88' 7"$ )."

3. The following language contained in section 2 of the Easement Agreement, shall be deleted and shall be of no further force or effect:

"the West 4' at the sidewalk to  $5' 7\frac{1}{4}"$  at the alleyway of the following described parcel running south from the sidewalk to the alleyway:"

and the following language shall be substituted in place thereof:

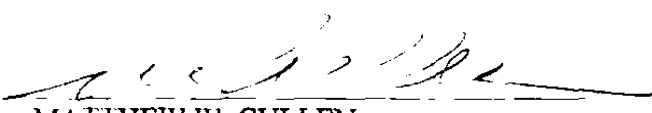
"the West four feet (4') of Lot 13 as legally described below, beginning at the north line of said Lot 13, and running south a distance of 88 feet, 7 inches ( $88' 7"$ ), of the following described parcel:"

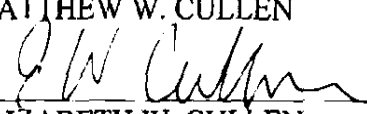
4. The parties hereto further agree that the encroachments over the easement area referred to herein, by bay windows and deck, as shown on survey attached hereto as Exhibit E, shall be permitted by the respective owners hereto, to remain as presently existing and constructed, so long as such encroachments shall exist; however, no additional or new encroachments over said easement area shall be constructed, created, or allowed, without the written consent of the then current owners of the Cullen Property and Kyriakopoulos Property.

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5. The parties hereto hereby ratify the Easement Agreement and the Deed Reservation and Easement Grant, and the parties further acknowledge that the terms and conditions of the Easement Agreement and Deed Reservation and Easement Grant, remain in full force and effect, as covenants running with the land, but as modified in this Amendment, and shall be binding on the parties hereto, and their heirs, successors, and assigns.

IN WITNESS WHEREOF, Cullen and Kyriakopoulos have executed this First Amendment to Agreement for Right of Way and Easement, Reservation, and Grant of Easement, the date first written above.

  
MATTHEW W. CULLEN

  
ELIZABETH W. CULLEN

  
GEORGIA KYRIAKOPOULOS

State of Illinois       )  
                                  ) SS  
County of Cook        )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, certify that MATTHEW W. CULLEN and ELIZABETH W. CULLEN, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and notarial seal, this 23 day of August, 2017.

  
Notary Public

My commission expires: 9-19-2017

"OFFICIAL SEAL"  
NICK N. KOLAR  
Notary Public, State of Illinois  
My Commission Expires 09-19-2017

Insert Seal Here

## UNOFFICIAL COPY

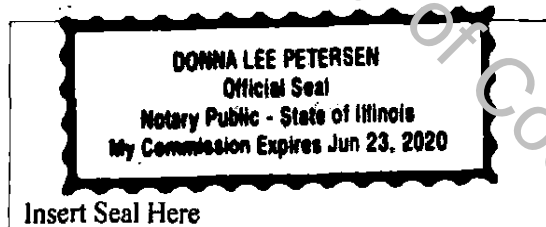
State of Illinois        )  
                                   ) SS  
 County of Cook        )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, certify that GEORGIA KYRIAKOPOULOS, 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 acknowledged that she signed and delivered the instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 19<sup>th</sup> day of September, 2017.

Donna Lee Petersen  
 Notary Public

My commission expires: 6-23-2020



# UNOFFICIAL COPY

## EXHIBIT "A"

### LEGAL DESCRIPTION

LOT 13 IN CARELINS SUBDIVISION OF THE NORTH ½ AND THE NORTH 10 FEET OF THE SOUTH ½ OF THAT PART OF LOTS 41 AND 42 OF THE TOWN OF BOWMANVILLE IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE PRESENT NORTHERLY LINE OF THE LAWRENCE AVENUE AND SOUTH OF THE SOUTHERLY LINE OF BLAINE PLACE, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2515 W. Gunnison Street, Chicago, IL 60625

P.I.N.: 13-12-425-013-0000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT "B"

### LEGAL DESCRIPTION

LOT 14 IN CARELINS SUBDIVISION OF THE NORTH ½ AND THE NORTH 10 FEET OF THE SOUTH ½ OF THAT PART OF LOTS 41 AND 42 OF THE TOWN OF BOWMANVILLE IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE PRESENT NORTHERLY LINE OF THE LAWRENCE AVENUE AND SOUTH OF THE SOUTHERLY LINE OF BLAINE PLACE, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2517 W. Gunnison Street, Chicago, IL 60625

P.I.N.: 13-12-425-012-0000

Property of Cook County Clerk's Office

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EXHIBIT C

This Indenture, made the 10th day of July, 1950, between, Lillian F. Carlin, a widow,

of the City of Chicago in the County of Cook and State of Illinois party of the first part, and

IRVING A. STEIN and DEBORAH STEIN, his wife,

of the City of Chicago in the County of Cook and State of Illinois part less of second part.

Witnesseth, that the party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, in hand paid, conveys and

warrants to the said part less of the second part, not in tenancy in common, but in joint tenancy, the following described Real Estate to-wit: Lot thirteen (13) in Carlin's subdivision of the north half and the north ten (10) feet of the south half of that part of lots forty-one (41) and forty-two (42) of the Town of Bowmanville in the Southeast quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian, lying north of the present northerly line of Lawrence Avenue and south of the southerly line of Blaine Place, in Cook County, Illinois, and commonly known as 2515 W. Gunnison Street, Chicago; reserving to the grantor, her heirs and assigns, the right of way and easement for free and unobstructed passage upon and over the west four (4) feet at the sidewalk to five (5) feet, seven and one quarter (7 1/4) inches at the alleyway of the above-described parcel, being a part of the common passageway as presently existing on the above-described parcel and adjoining Lot 14, which grantor presently owns; and grantor hereby gives and grants unto the grantees, their heirs and assigns a like right of way and easement for free and unobstructed passage upon and over the east four (4) feet, two and three-eighths (2 3/8) inches at the sidewalk to six (6) feet, eleven (11) and five-eighths (11 5/8) inches at the alleyway of the adjoining Lot 14, said common passageway to be used for the benefit of the owners and parties in possession of said lots 13 and 14; and said cross easements shall be and continue as covenants running with said lots, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of the State of Illinois.

To Have and to Hold the above granted premises unto the said parties of the second part forever, not in tenancy in common, but in joint tenancy. SUBJECT TO: Trust Deed dated July 14, 1950 from Irving A. Stein and Deborah Stein, his wife, as grantors to Lillian F. Carlin, grantee, for purchase money mortgage in the sum of \$13,500.00 with interest at 4 1/2% per annum for fifteen (15) years; and General taxes for 1950.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Lillian F. Carlin SEAL

SEAL

SEAL

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State of ILLINOIS  
County of COOK

Notary Public

in and for the said County, in the State aforesaid.

DO HEREBY CERTIFY that

LILLIAN F. GARLIN

, 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 acknowledged that she signed, sealed and delivered  
the said instrument as her free and voluntary act, for the uses and purposes therein set forth,  
including the release and waiver of the right of homestead.

Given under my hand and seal this 14th day of July

A. D. 1950

*Melba R. Garlin*  
Notary Public



14852511  
STATE OF ILLINOIS ) ss. NO.  
COOK COUNTY  
FILED FOR RECORD

1950 JUL 17 PM 3 08  
J. J. J. J. J.  
RECORDS OF DEEDS

14852511  
STATE OF ILLINOIS ) ss. NO.  
COOK COUNTY  
FILED FOR RECORD



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EXHIBIT D

**AGREEMENT FOR RIGHT OF WAY AND EASEMENT**

This agreement, made and entered into this 14th day of July, 1950, at Chicago, Illinois, by and between JULIAN CARELIN, hereinafter referred to as the party of the first part, and IRVING A. STEIN and DEBORAH STEIN, his wife, hereinafter referred to as the parties of the second part, as follows to-wit:

1. For and in consideration of one dollar paid to the party of the first part by the parties of the second part, the receipt of which is hereby acknowledged and for other good and valuable consideration, the party of the first part hereby gives and grants unto the parties of the second part, their heirs and assigns a right of way and easement for free and unobstructed passage upon and over the East 4' 3 3/8" at the sidewalk to 6' 11 5/8" at the alleyway running south from the sidewalk to the alleyway of the following described property, which the party of the first part presently owns:

Lot fourteen (14) in Carelin's Subdivision of the north half and the north ten (10) feet of the south half of that part of lots forty-one (41) and forty-two (42) of the Town of Bowmanville in the Southeast quarter of Section 12, Township 46 North, Range 13, East of the Third Principal Meridian, lying north of the present northerly line of Lawrence Avenue and south of the southerly line of Elaine Place, in Cook County, Illinois, and commonly known as 2517 W. Gunnison Street, Chicago.

using part of the common passageway as presently existing on the above-described parcel and adjoining Lot 13.

2. For and in consideration of one dollar paid to the parties of the second part by the party of the first

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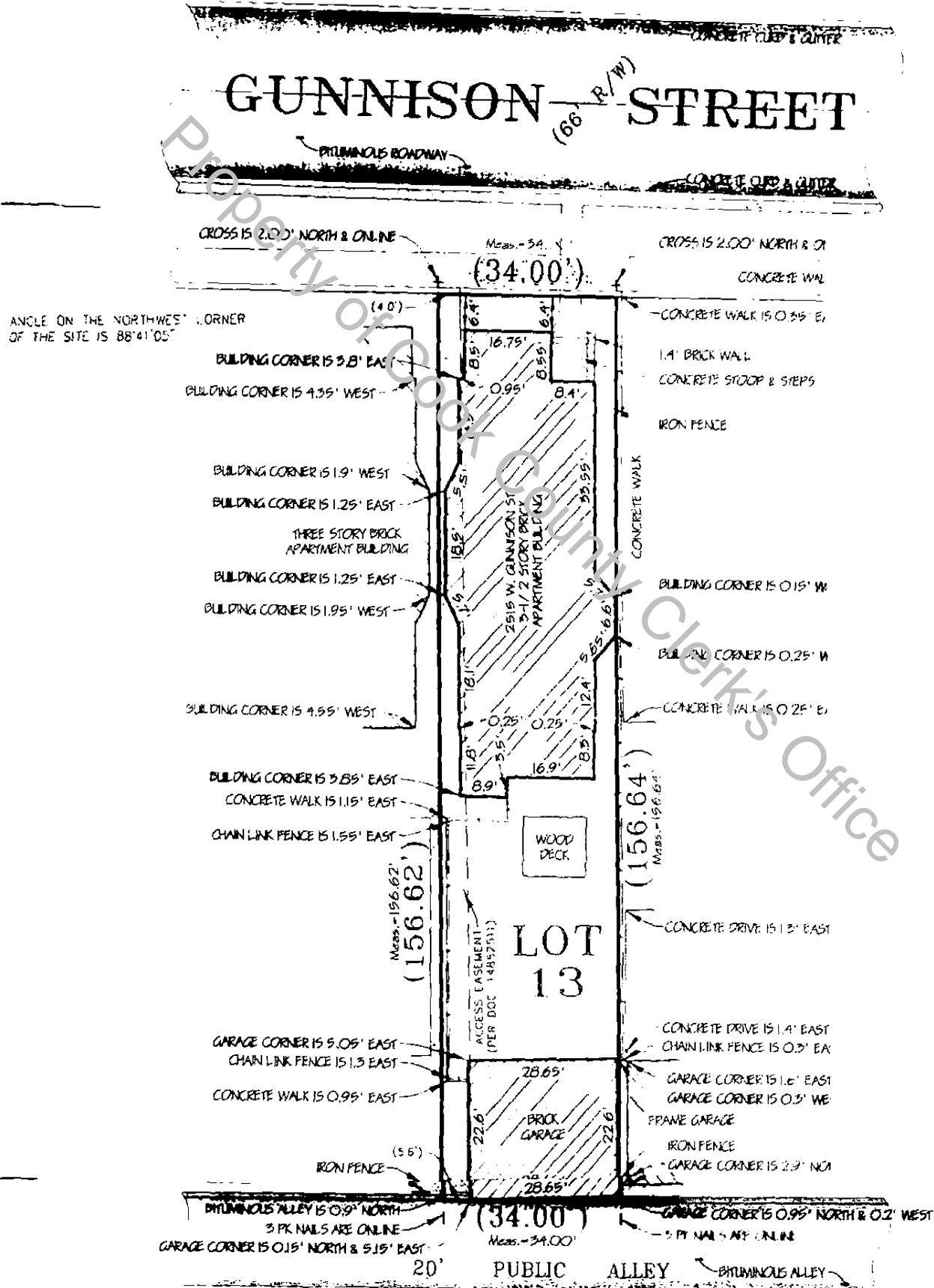
Property of Cook County Clerk's Office

EXHIBIT E

# PLAT OF SURVEY

LOT 13 IN CARELINS SUBDIVISION OF THE NORTH HALF AND THE NORTH 10 FEET OF THE SOUTH HALF OF THAT PART OF LOTS 41 AND 42 OF THE TOWN OF BOWMANVILLE IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE PRESENT NORTHERLY LINE OF THE LAWRENCE AVENUE AND SOUTH OF THE SOUTHERLY LINE OF BLAINE PLACE, IN COOK COUNTY, ILLINOIS.

AREA OF SITE = 5.524 SQ.FT



## UNOFFICIAL COPY



## NOTES

- 1 All distances shown hereon are in feet and decimal parts thereof. Distances shown along curved lines are Arc Measurements unless otherwise noted.
- 2 Compare the Legal Description, Building Lines, and Easements as your Deed, Title Insurance Policy or Title Commitment.
- 3 Consult local authorities for additional setbacks and restrictions.
- 4 Compare all survey points and report any discrepancies immediately.
- 5 Consult utility companies and municipalities prior to the start of the survey.
- 6 Dimensions to and along buildings are exterior foundation measurements.
- 7 Do Not Assume distances from scaled measurements made hereon.

SS

STATE OF ILLINOIS  
 I, ALLEN D. CARRADUS, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF ILLINOIS, HAVE SURVEYED THE PROPERTY AS DESCRIBED HEREON AND THAT THE ANNEXED MAP IS A TRUE AND CORRECT REPRESENTATION THEREOF, AND THAT THIS PROFESSIONAL SERVICE MEETS THE MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

WHEATON, ILLINOIS THIS 20th DAY OF August, A.D. 2016

Carradus

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2551.  
 MY LICENSE EXPIRES NOVEMBER 30, 2018.

## CARRADUS LAND SURVEY

Residential & Commercial Land Surveying  
 100 Bridge Street Suite 1, Wheaton, Illinois  
 (630) 588-0416 (Fax) 633-7682

PLS 359-42

DANIEL G. QUINN, ESQ.

DRAWN BY:

CMG

DATE OF FIELD WORK:

08/30/16

SCALE:

1" = 20'

PLS NO.:

359-42

Property of Cook County Clerk's Office