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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/26/2019 10:57 AM PG: 1 OF 3

This document prepared by
and return to:

John J. Lawlor, Esq.
Dentons US LLP
233 South Wacker Drive
Suite 5900
Chicago, IL 60606

GRANT OF EASEMENT AND EASEMENT AGREEMENT

THIS GRANT OF EASEMENT AND EASEMENT AGREEMENT ("Agreement") is made this 21st day of June, 2019 by and between The Landmark Village Homeowners Association ("Grantor") and BD Chickenbone, LLC, including its successors and assigns ("Grantee").

WHEREAS, Grantor is the owner of a certain alley ("The Alley" or "Easement Area") just south and mostly parallel to the 1800 block of West Oakdale Avenue in Chicago, whose legal description is attached as Exhibit 1; and,

WHEREAS, Grantee is the owner of a vacant lot commonly known as 1851 West Oakdale, legally described in Exhibit 2 ("the Grantee's Parcel") attached hereto; and,

WHEREAS, the south lot line of Grantee's Parcel is adjacent to the Alley owned by Grantor; and,

WHEREAS, Grantor wants to grant Grantee and the Grantee's Parcel perpetual unrestricted access and use of the Alley in order to have access between Grantee's Parcel and the public right-of-way known as Oakdale Avenue; and,

WHEREAS, the parties want to memorialize their agreement made in conjunction with the granting of an easement from Grantor to Grantee,

NOW THEREFORE, in consideration of Ten Dollars given from Grantee to Grantor and the mutual promises contained herein and other valuable consideration, the sufficiency of which is agreed to, Grantor and Grantee agree as follows:

1. Grantor does hereby give, grant and convey and covenant to Grantee and Grantee's agents, contractors, tenants, licensees, guests, invitees, grantees, employees, representatives, successors (including, without limitation, any and all successors to Grantee in title to the Grantee's Parcel) and assigns a non-exclusive, perpetual right and easement (which easement shall be appurtenant to the Grantee's Parcel) upon, over, through, under, across and along the Easement Area for the purposes of: (1) allowing vehicular and pedestrian, ingress and egress, from, between and across the Easement Area and the Grantee's Parcel in a manner that provides access between Grantee's Parcel

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and the public right-of-way known as Oakdale Avenue by means of the Easement Area; and, (2) to covenant and to provide Grantee with a minimum of two (2) transponders or other technological devices necessary from time to time on the same terms as applicable to the residents of Landmark Village (as said gate is repaired, modified or replaced or as said transponders need to be repaired, modified or replaced) to open the motorized north (Oakdale) gate to ensure the access granted herein. Grantor hereby represents and warrants to Grantee that Grantor's conveyance of this easement is not subject to any prior mortgage, deeds of trust or encumbrances.

2. The parties shall at all times, act toward the Easement Area in a manner consistent with the above described uses of the Grantee and in no event shall the parties or any of their agents, contractors, tenants, licensees, guests, invitees, employees, representatives, successors and assigns (including, without limitation, any and all successors in title to the Easement Area) damage, obstruct, disrupt or otherwise interfere with the Easement Area, or the use, operation or occupancy thereof. No building, structure or obstruction of any kind shall be placed, erected or used on the Easement Area.

3. It shall be Grantor's sole and continuing responsibility at Grantor's sole expense to maintain the Easement Area and to pay any real estate taxes on the Easement Area in a timely fashion.

4. Grantee and Grantee's successors shall during their period of ownership of Grantee's Parcel obtain public liability insurance of at least \$1,000,000.00.

5. The terms, conditions, rights and easement and covenants contained herein shall be covenants running with the land and shall be perpetual. This Agreement shall be recorded against the Easement Area, and the terms and conditions contained herein shall bind, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns (including, without limitation, the respective successors to Grantee and to successors in title to the Grantee's Parcel and to successors to Grantor and to successors in title to the Easement Area).

6. If any term, provision or condition in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

8. The rights granted pursuant to this Agreement shall not terminate or be in any way impaired by reason of a change in the condition of the Grantee Parcel or the addition of improvements or fixtures thereon.

9. Either party hereto (or their respective representatives, successors and assigns) may enforce this instrument by appropriate action and the prevailing party in such action shall be entitled to recover as part of its costs reasonable attorneys' fees and expenses.

10. The rule of strict construction does not apply to the grant of easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a useable right of access to Grantee with respect to such easements shall be effectuated.

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11. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement.

12. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the intention of this Agreement.

13. The parties acknowledge that the parties have reviewed and revised this Agreement the terms of this Agreement shall not be interpreted as if one party was more responsible for its contents than any other party.

14. This Agreement cannot be changed orally or by course of conduct unless any such change is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

15. This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each counterpart shall be deemed to be an original, but all such counterparts put together shall constitute but one and the same Easement.

16. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, or in connection with any arbitration or mediation of any dispute, the prevailing party shall be entitled to recover from the other party such sum as the court, arbitrator or mediator may adjudge reasonable as such party's costs and attorney's fees, including such costs and fees as are incurred in any trial, on any appeal, in any bankruptcy proceeding (including the adjudication of issues peculiar to bankruptcy law) and in any petition for review. Each party shall also have the right to recover its reasonable costs and attorneys' fees incurred in collecting any sum or debt owed to it by the other party, with or without litigation, if such sum or debt is not paid within fifteen (15) days following written demand therefor.

17. All notices and requests permitted or required to be given hereunder shall be in writing and shall be deemed effective on the date delivered if had delivered before 5:00 pm on the date delivered with charges prepaid by reputable commercial overnight delivery service or U.S. Express Mail as evidenced by service receipt or by Express Mail postmark. All notices shall be addressed to the addressee stated herein below or at such other address as either party shall designate in writing in the manner hereinabove set forth.

Address of Landmark Village Association:

Pier Bell
303 East Wacker Drive, Suite 1900
Chicago, Illinois 60601

with a copy to:

Thomas Moore, Esq.
Anderson & Moore, P.C.
111 W. Washington St.
Suite 1720
Chicago, IL 60602

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Address of Lot Owner:

William Denny
1923 W. Nelson Street
Chicago, IL 60657

with a copy to:

John J. Lawlor, Esq.
Dentons US LLP
233 S. Wacker Dr.
Suite 5900
Chicago, IL 60606

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

GRANTOR

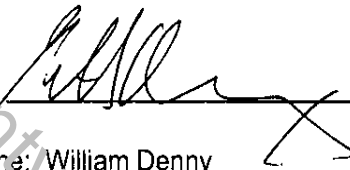
GRANTEE

The Landmark Village Homeowners Association Owner of 1851 West Oakdale
Owner of the Alley or Easement Area
Described in Exhibit 1

Described in Exhibit 2

BD Chickenbone, LLC


By: _____

By:  _____

Name: Daniel Kessler

Name: William Denny

Its: President

Its:  _____

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Address of Lot Owner:

William Denny
1923 W. Nelson Street
Chicago, IL 60657

with a copy to:

John J. Lawlor, Esq.
Dentons US LLP
233 S. Wacker Dr.
Suite 5000
Chicago, IL 60606

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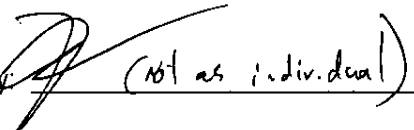
GRANTOR

GRANTEE

The Landmark Village Homeowners Association Owner of 1851 West Oakdale
Owner of the Alley or Easement Area
Described in Exhibit 1

Described in Exhibit 2

BD Chickenbone, LLC

By:  (not as individual)

By: _____

Name: Daniel Kessler

Name: William Denny

Its: President

Its: _____

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DANIEL KESSLER is known to me to be the authorized agent of the Landmark Village Homeowners Association whose name is subscribed to me this day in person and acknowledges that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 21ST day of JUNE, 2019.



Notary Public



Property of Cook County Clerk's Office

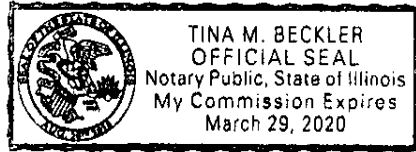
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William L. Henry is known to me to be managing member of BD Chickenbone, LLC whose name is subscribed to me this day in person and acknowledges that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 12th day of June, 2019.

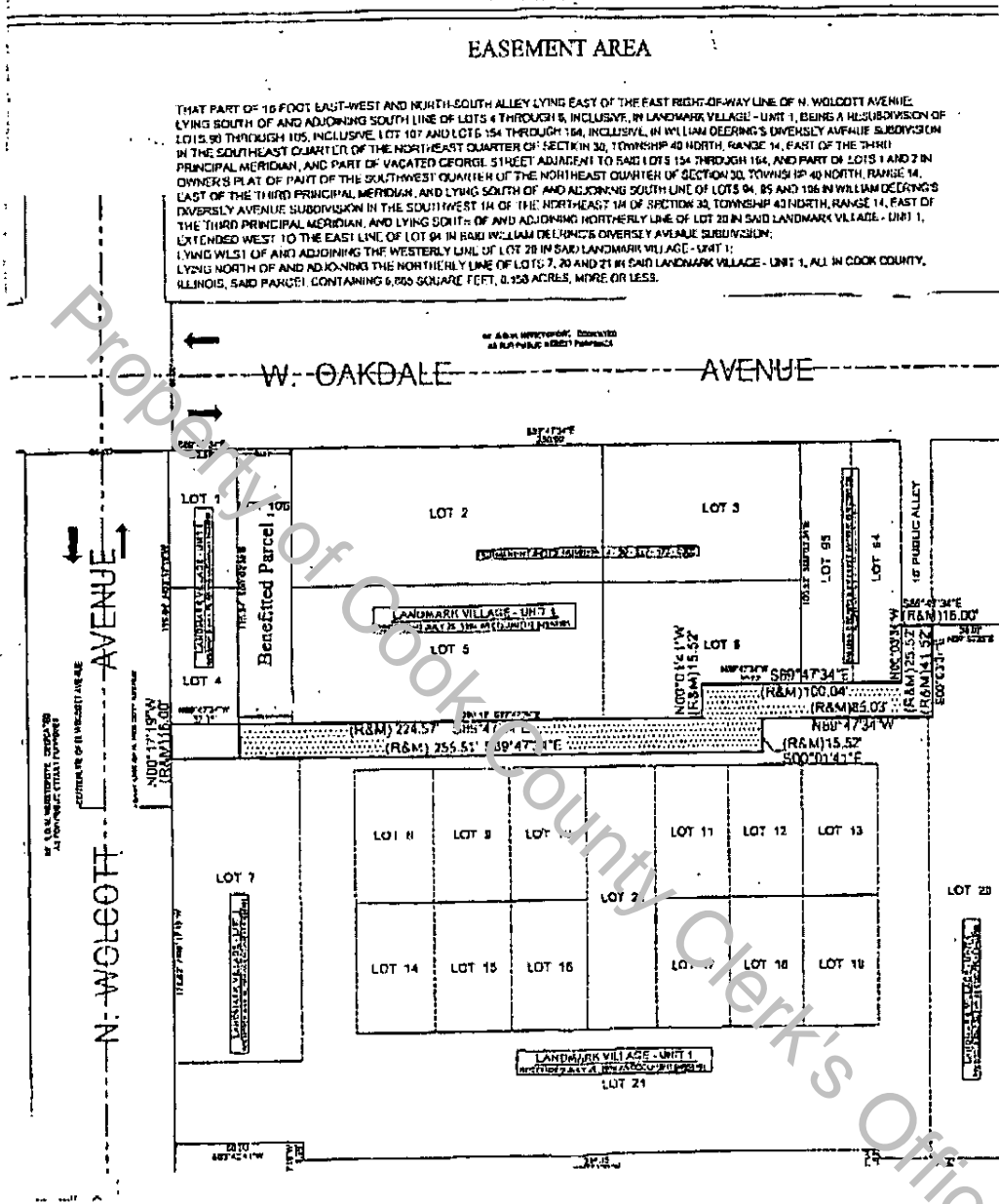
Tina M. Beckler
Notary Public



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EXHIBIT 1



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EXHIBIT 2

Lot 106 in William Deering's Diversey Avenue Subdivision in the Southeast quarter of the Northeast quarter of Section 30, township 40 North, Range 14 East of the Third Principal Meridian.

Commonly Known As: 1851 West Oakdale
Chicago, Illinois

PIN: 14-30-222-002-0000

**COOK COUNTY
RECORDER OF DEEDS**

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