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Doc# 1919949105 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/18/2019 10:59 AM PG: 1 OF 11

Doc# Fee \$8.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/18/2019 10:59 AM PG: 0

Prepared by and after recording mail to:

Alexander Demchenko, Esq.
Demchenko Law, P.C.
120 N. LaSalle St., Ste. 2750
Chicago, Illinois 60602

RECIPROCAL ACCESS EASEMENT AGREEMENT

This RECIPROCAL ACCESS EASEMENT AGREEMENT ("Agreement") is made this ___ day of July, 2019 by and between **23 JACKSON LLC**, an Illinois limited liability company ("Owner of Parcel 1"), and **NICOLE F. LAROCO, JEROME A. CHEATHAM, LEVI S. LAROCO, and JACKSON AVENUE HEIGHTS IN CONDOMINIUM ASSOCIATION**, an Illinois not-for-profit corporation (collectively, "Owner of Parcel 2") (each party, individually, "Owner" or collectively, "Owners").

RECITALS

WHEREAS, the Owner of Parcel 1 is the legal owner of certain real property legally described on Exhibit "A" attached hereto and made a part hereof, commonly known as 2300-2308 W. Jackson Blvd., Chicago, Illinois 60612 ("Parcel 1");

WHEREAS, the Owner of Parcel 2 is the legal owner of certain real property legally described on Exhibit "B" attached hereto and made a part hereof, commonly known as 224 S. Oakley Blvd., Units 1, 2 and 3, Chicago, Illinois 60612 ("Parcel 2") (each parcel, individually, "Parcel" or collectively, "Parcels");

WHEREAS, the Owner of Parcel 1 desires to grant a permanent easement for the purpose of permitting and enabling present and future Owner of Parcel 2, its heirs, successors, assigns, grantees, tenants, licensees and invitees to pass over the area of the size of approximately 10' x 66', which area is situated at the north portion of Parcel 1 and depicted as "Easement for #224 S. Oakley" on the Easement Site Plan attached hereto as Exhibit "C" and made a part hereof ("Access Easement A") for the purpose of ingress and egress to, from and through Access Easement A for pedestrian and vehicular use;

WHEREAS, the Owner of Parcel 2 desires to grant a permanent easement for the purpose of permitting and enabling present and future Owner of Parcel 1, its heirs, successors, assigns, grantees, tenants, licensees and invitees to pass over the area of the size of approximately 4' x 66', which area is situated at the south portion of Parcel 2 and depicted as "Easement for #2304 W. Jackson" on the Easement Site Plan attached hereto as Exhibit "C" and made a part hereof ("Access Easement B") (Access Easement A and Access Easement B, collectively, "Access Easements") for the purpose of ingress and egress to, from and through Access Easement B for pedestrian and vehicular use;

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the

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mutual agreements and covenants herein contained, the following grants, agreements, covenants and restrictions are made:

1. **Grant of Reciprocal Access Easements.**

(a) Owner of Parcel 1 hereby grants to Owner of Parcel 2 and its successors, assigns and grantees, an irrevocable, non-exclusive, perpetual ingress, egress and access easement, including, without limitation, access for pedestrian and vehicular passage to Parcel 2, in, on, under, through, across, over and upon the Access Easement A.

(b) Owner of Parcel 2 hereby grants to Owner of Parcel 1 and his successors, assigns and grantees, an irrevocable, non-exclusive, perpetual ingress, egress and access easement, including, without limitation, access for pedestrian and vehicular passage to Parcel 1, in, on, under, through, across, over and upon the Access Easement B.

2. **Use of the Access Easements.** The Access Easements shall be used and enjoyed by each Owner and such Owner's heirs, successors, assigns, grantees, tenants, licensees and invitees solely for the purposes of ingress to, egress from and access to their respective Parcels in such a manner so as not to unreasonably interfere with, obstruct, impair or delay access to the Parcels, and in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations. No party shall store or place at any time items within the Access Easements which block or impede free pedestrian or vehicular access over and across the Access Easements.

3. **Construction of Improvements.** Every building or other structure, now or in the future constructed on the Parcels, shall be constructed, operated and maintained so that the same does not block, impair, obstruct or impede the free flow of pedestrian or vehicular access over, along or through the Access Easements.

4. **Maintenance and Repair.** Owner of Parcel 1 shall be solely responsible for the cost and expense of the maintenance, repair and upkeep of the Access Easement A, and for the removal of debris, refuse, ice and snow from Access Easement A. Owner of Parcel 2 shall be solely responsible for the cost and expense of the maintenance, repair and upkeep of the Access Easement B, and for the removal of debris, refuse, ice and snow from Access Easement B.

5. **Real Estate Taxes.** Each Owner shall pay all general real estate taxes and assessments levied against such Owner's Parcel without any regard to the easements herein created.

6. **No Adverse Possession Claims.** By executing this Agreement, each Owner disclaims any possible claim of adverse possession of any portion of the other Owner's Parcel.

7. **Indemnification.** Each Owner shall be responsible for maintaining general public liability insurance with respect to such Owner's Parcel. Each Owner does hereby indemnify and agree to hold harmless the other Owner from any and all damages, costs, claims, liabilities or expenses, including reasonable attorney's fees, arising out of relating to any injury to person or property as result of the indemnifying party's use of the easement rights herein granted, except such as may result from the negligence or intentional misconduct of the indemnified party.

8. **Term.** The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the Office of the County Recorder of Cook County, Illinois, and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then-current

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Owner of Parcel 1 and Owner of Parcel 2, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the Office of the County Recorder of Cook County, Illinois.

9. **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

10. **Grantee's Acceptance.** The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11. **Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

12. **Severability.** If any term, provision, covenant or condition in this Agreement shall be or be held to be invalid, whether in general or as to any particular situation or circumstance, the remainder of this Agreement and the applicability to any other situation or circumstance, as the case may be, shall not be invalidated or terminated thereby, but shall remain in full force and effect for all intents and purposes as though such invalid term, provision, covenant or condition had never been a part of this Agreement.

13. **No Grant to Public.** Nothing herein contained shall be deemed to be a gift or dedication to the general public or for a public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed and the parties hereto.

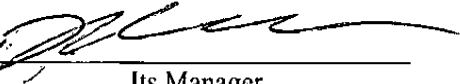
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[Signature pages follow]

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OWNER OF PARCEL 1

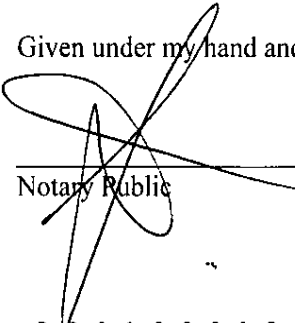
23 JACKSON LLC

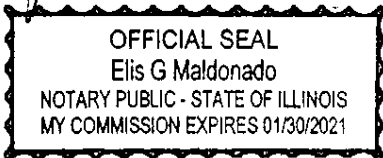
By: 
Its Manager

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 Inor Zhuk, being the Manager of 23 Jackson LLC, an Illinois limited liability company ("Company"), and 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 as such authorized agent, he signed and delivered the said instrument and caused the seal of said Company to be affixed thereto pursuant to the authority given by the operating agreement of said Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17 day of July, 2019.


Notary Public



PROHIBITED
Cook County Clerk's Office

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OWNER OF PARCEL 2




NICOLE F. LAROCCO

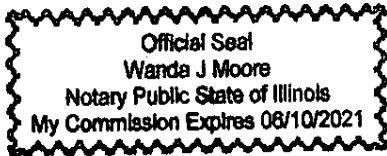
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County and State aforesaid, do hereby certify that Nicole F. Laroco, 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 said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of July, 2019.




Notary Public



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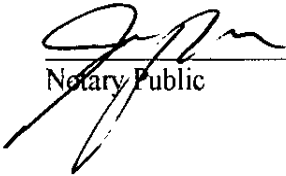
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JEROME A. CHEATHAM

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County and State aforesaid, do hereby certify that Jerome A. Cheatham, 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 he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

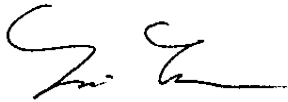
Given under my hand and notarial seal this 12 day of July, 2019.


Notary Public



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County Clerk's Office

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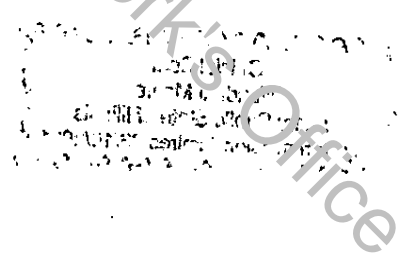
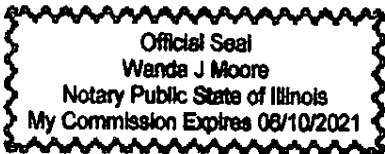
LEVI S. LAROCCO

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County and State aforesaid, do hereby certify that Levi S. Laroco, 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 he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.


Given under my hand and notarial seal this 17th day of July, 2019...

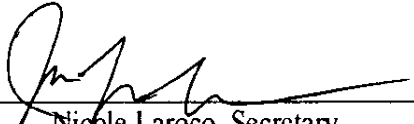

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JACKSON AVENUE HEIGHTS III CONDOMINIUM ASSOCIATION

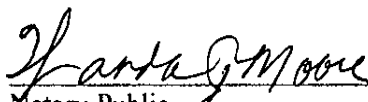
By: 
Levi Laroco, President

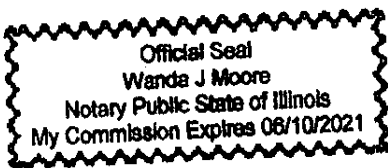
Attest: 
Nicole Laroco, Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County and State aforesaid, do hereby certify that Levi Laroco, the President of Jackson Avenue Heights III Condominium Association, an Illinois not-for-profit corporation, and Nicole Laroco, as the Secretary of such corporation, 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 as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of July, 2019.


Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL 1

LOTS 14, 15 16, AND 17 (EXCEPT THE WEST 1.177 FEET OF LOT 17) IN TRAVER'S SUBDIVISION OF SUBLOTS 1, 2, 5, 6, 10, 11, 12 AND 13 OF LOTS 8, 9, AND 10 OF BLOCK 10 OF ROCKWELL'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 17-18-113-051-0000 and 17-18-113-052-0000

Commonly known as: 2300-2308 W. Jackson Blvd., Chicago, Illinois 60612

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EXHIBIT "B"

LEGAL DESCRIPTION OF PARCEL 2

UNIT NUMBERS 1, 2 AND 3 IN THE JACKSON AVENUE HEIGHTS III CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
THE SOUTH 9 FEET OF LOT 12 AND LL OF LOT 13 IN TRAVER'S SUBDIVISION OF SUBLOTS 1, 2, 5, 6, 10, 11, 12 AND 13 OF LOTS 8, 9, AND 10 OF BLOCK 10 OF ROCKWELL'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 0728515054, TOGETHER WITH ITS UNDIVIDED PERCENTAGE OF OWNERSHIP INTEREST.

Permanent Index Numbers: 17-18-113-070-1001; 17-18-113-070-1002; and 17-18-113-070-1003.

Commonly known as: 224 S. Oakley Blvd., Units 1, 2 and 3, Chicago, Illinois 60612

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EXHIBIT "C"

EASEMENT SITE PLAN

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