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Doc# 2229213025 Fee \$141.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/19/2022 11:09 AM PG: 1 OF 19

**This Instrument Prepared by and
after Recording Return to:**
NICHOLAS L. ATSAVES, ESQ.
345 N. CANAL ST, SUITE 903
CHICAGO, IL 60606
Tel. (312) 402-2811

(For Recorder's Use Only)

NON-EXCLUSIVE EASEMENT AGREEMENT

This NON-EXCLUSIVE EASEMENT AGREEMENT (this "**Agreement**"), dated as of the 4TH day of OCTOBER, 2022 (the "**Effective Date**"), by and between 1912 DIVISION LLC, an Illinois limited liability company ("**Grantor**"), having an address at 1700 W. Cortland, Suite 203, Chicago, IL 60622, and 1908 W DIVISION, LLC, an Illinois limited liability company ("**Grantee**"), having an address at 805 Greenwood Evanston, IL 60201 (each of Grantor and Grantee is a "**party**").

Recitals

- Grantor is the fee owner of certain real property located in the City of Chicago, County of Cook, Illinois, commonly known as 1912 W. Division, Chicago, IL, hereinafter referred to as "**Parcel A**" and more particularly described by the legal description on Exhibit A attached hereto and made a part hereof.
- Grantee is the fee owner of certain real property located in the City of Chicago, County of Cook, Illinois, commonly known as 1908 W. Division, Chicago, IL, hereinafter referred to as "**Parcel B**" and more particularly described by the legal description on Exhibit B attached hereto and made a part hereof.
- Grantor is willing to grant to Grantee, and Grantee is willing to receive, a non-exclusive easement for the limited purpose of permitting Grantee's Allowed Parties of Parcel B to cross over the Easement Area (as defined herein) walkway of Parcel A to access Parcel B's trash receptacles in the Public Alley (shown to the northwest of Parcel A) and depicted on Exhibit D (labeled as "16' PUBLIC ALLEY") attached hereto and made a part hereof.
- The Easement Area shall be a walkway of not less than two and a half feet in width, running east to west and immediately south of the Northern 20' of Parcel A and as defined on Exhibit C and as depicted on Exhibit D & Exhibit E (labeled as "EASEMENT AREA") attached hereto and made a part hereof. (the "**Easement Area**").

RECORDING FEE 141 -

DATE 10/18/22 COPIES 6x

OK BY RVSTO

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NOW, THEREFORE, in and for consideration of the mutual covenants, terms, conditions, restrictions, and other provisions set forth herein and for other good and valuable consideration exchanged between Grantee and Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

The above stated recitals are hereby incorporated into this Agreement.

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and Grantee's successors and assigns, and Grantee hereby accepts from Grantor, pursuant to the covenants, terms, conditions, restrictions, and other provisions (the "**Provisions**") hereof, a nonexclusive, perpetual easement (the "**Easement**") across the Easement Area, for the benefit of Parcel B. The Easement shall serve the limited and sole purpose of providing walkway access to the Public Alley to the owner(s), tenant(s), and the agents, guests, employees and invitees of the owner(s) and tenant(s), collectively (the "Grantee's Allowed Parties") of the Building of Parcel B to access the trash receptacles of Parcel B in the Public Alley and for no other purpose whatsoever.

2. Use of Easement.

(a) There shall be no use or access of the Easement Area during Grantor Construction. Grantee acknowledges that Grantor is contemplating construction of improvements on Parcel A and that use and access of the Easement Area will NOT be available until Grantor's construction has been completed, and all City of Chicago inspections have been completed.

(b) Upon completion of Grantor's construction and notice to Grantee of such completion, Grantee's Allowed Parties may begin use of the Easement Area walkway as stated herein to carry their Garbage through the Easement Area to deposit said Garbage into the trash receptacles of Parcel B located in the Public Alley.

(c) The Allowed Parties shall not use, or permit to be used, the Easement for any other purpose, including but not limited to: (i) storing of or moving of trash containers or receptacles on, through or within the Easement Area, (ii) transporting or delivery of materials, equipment, furniture and appliances to or from Parcel B, (iii) move-in or move-out of residents of Parcel B or (iv) general ingress/egress to Parcel B from Public Alley.

(d) Grantor reserves the right to and may install gate(s), lock(s) and/or fencing to secure the Easement Area and/or Parcel A. Grantor shall make available to Grantee key(s) to any such lock(s), provided however that Grantee shall be responsible for the cost of duplicating and distributing any such keys to residents of the building located on Parcel B. Grantee shall not give any Grantor lock key(s) so installed to any other person other than a resident of the building located on Parcel B.

(e) Grantor reserves the absolute right to make improvements above the Easement Area and nothing contained in this Agreement shall be deemed a grant of any rights to Grantee beyond what is contained within and as expressly stated in this Agreement.

(f) Grantor reserves the right to temporarily close the easement for purposes of maintenance and repairs, provided that said temporary closure, other than in instances of emergency where no notice is required, shall be noticed to Grantee with at minimum seven (7) day advance notice and also provided that Grantor use commercially reasonable efforts to perform said maintenance or repairs in a timely manner to avoid prolonged closure of the Easement Area. Grantor shall forthwith provide notice to Grantee of completion of any said maintenance or repairs and re-opening of the Easement Area once aforesaid are completed.

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3. Restrictions and No Third-Party Benefit.

- (a) The Easement provided herein is for the benefit of the Grantee's Allowed Parties of the building located on Parcel B only.
- (b) Grantee shall not permit any other party to use or access the Easement Area at any time or for any purpose.
- (c) Other than us of the Easement Area as expressly permitted herein, Grantee agrees not to disturb or otherwise interfere in Grantor's use or enjoyment of Parcel A.
- (d) Grantee shall ensure that anyone accessing the Easement Area from Parcel B shall carry Garbage only through Easement Area in secured trash bags and shall not permit or cause Garbage, cooking grease, liquids or debris to fall upon the Easement area. Grantee shall use its best efforts to keep said Easement Area clean and free of garbage, cooking grease liquids and debris.
- (e) Grantee shall not permit anyone accessing the Easement Area to interfere with any equipment located on or about Parcel A or otherwise access other areas of Parcel A other than the Easement Area walkway. Additionally, this Easement is subject to and shall at all times remain subordinate with the existing "Ameritech Exclusive Easement" recorded on 08/15/2001 as document 0010753395 (affects the northerly 20 feet of Parcel A).

4. Representations and Warranties.

The parties hereby represent and warrant to each other as follows:

- (a) Grantor hereby represents and warrants to Grantee that: (i) Grantor is the fee owner of Parcel A, as described in the recitals of this Agreement; (ii) Grantor has the full right, power, title, and interest to grant the Easement to Grantee; (iii) the Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the Provisions hereof.
- (b) Grantee hereby represents and warrants to Grantor that Grantee is the fee owner of Parcel B, as described in the recitals of this Agreement and agrees to abide by the terms, covenants and restrictions herein.

5. Authority. Each party represents and warrants that it has the authority to execute this Agreement, and each individual signing on behalf of a party to this Agreement states that: (a) they are the duly authorized representative of that party; and (b) their signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the individual is signing.

6. Access to Easement Area from Parcel B. Grantee shall be solely responsible for the cost and expense to provide access from Parcel B to the Easement Area walkway (ie installing a door or gate in its fence and the like). Any door, gate or other access method so installed by Grantee shall swing into Parcel B and shall NOT swing or otherwise enter into or interfere with the walkway of Parcel A.

7. Misuse or Violation of Easement Area. Grantee shall be responsible for the acts of its Allowed Parties as it relates to use of the Easement Area. In the event of misuse (as hereafter defined) or violation of the Easement Area by Allowed Parties of Grantee, Grantor shall send a notice to Grantee specifying the misuse or violation of the terms of use of the Easement Area and the requested remedy or remedies to be undertaken by Grantee ("Grantor Violation Notice").

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Grantee shall, no later than five (5) business days of said notice take all necessary action(s) to remedy the misuse or violation stated in Grantor's notice. In the event Grantee fails to remedy the misuse or violation stated in Grantor's notice within said five (5) business day period, Grantor may remedy the misuse or violation and charge Grantee for the cost thereof. Grantee shall pay to Grantor, no later than ten (10) business days of invoice to Grantee, the full amount stated in said invoice.

As used herein, misuse shall mean any of Grantee's Allowed Parties causing or allowing garbage, cooking grease, liquid or other refuse and debris to fall onto and remain on or about the easement area.

As used herein, violation of use of the Easement Area shall mean use or uses of the Easement Area by Grantee's Allowed Parties that is/are expressly prohibited under the terms of this Agreement.

In the event of twelve (12) or more Grantor Violation Notices being sent to Grantee by Grantor, within a twelve (12) month period, that Grantor fails to remedy with receipt confirmed, Grantor reserves the right to unilaterally terminate the Easement Granted hereunder.

As used herein in this Agreement, "Garbage" shall mean ordinary household refuse which can be contained and disposed of in "kitchen-type" garbage bags. For the avoidance of doubt, Garbage shall not include construction debris and materials, furniture, appliances or other equipment.

8. Snow Removal and Ice Treatment. Grantor shall use reasonable efforts to keep the Easement Area free from snow and ice, however under no circumstances shall Grantor be liable to Grantee hereunder for any delay in removal of snow and/or ice from the Easement Area walkway.

9. Nonpayment of Costs. If Grantee fails to pay any sum of money payable to Grantor hereunder for thirty (30) days or more after written notice from Grantor, then the unpaid amount shall bear interest at the rate of ten percent (10%) per annum from the date of Grantor's demand to the date when paid.

10. Reservation of Rights. Grantor reserves all right, title, and interest in and to the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Agreement. Grantor shall have the right to grant additional easement rights in the Easement Area to other individuals or entities.

11. Relocation. Provided any such relocation by Grantor maintains Parcel B's direct access to the Public Alley as contemplated herein, Grantor may relocate the Easement Area without the prior written consent Grantee, provided this Agreement shall be amended to reflect same. Both Grantor and Grantee hereby acknowledge and agree that Grantor shall be responsible for all costs and expenses related to documenting the amendment of this Agreement due to any such relocation of the Easement Area.

12. Covenants Running with the Land. The parties hereby acknowledge and agree that the Provisions in this Agreement, including the obligations imposed and the Easement and other

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rights conferred, are intended to, and do, constitute covenants that run with the land. This Agreement and its Provisions bind and benefit the parties and shall inure to the benefit of and be binding on each party's successors (which includes successors in interest by way of merger, conversion, acquisition, or otherwise). However, this Section 12 is not to be construed to create or confer any right of assignment where one does not exist. Notwithstanding the foregoing language in this Section 12, Grantee acknowledges that, while Grantee owns Parcel B, Grantee's rights and obligations under this Agreement may not be assigned or delegated by Grantee separately from conveyance of Parcel B without the prior written consent of Grantor, which consent may be withheld in Grantor's sole and absolute discretion. Any attempted assignment or delegation by Grantee without the prior written consent of Grantor shall be *void ab initio*.

13. **Liability After Transfer of Ownership.** Grantor, Grantee, and their respective successors and assigns, after conveyance of its interest in Parcel A or Parcel B (as applicable) to a third party, shall not be liable for any breach under this Agreement occurring after conveyance of its interest, and the third party shall automatically assume and be bound by the obligations and other Provisions of this Agreement, which run with both Parcel A and Parcel B.

14. **Merger.** It is the intention of the parties that if the fee simple interests in Parcel A and Parcel B are in the future owned by the same person or entity, the Easement created by this Agreement shall automatically thereupon terminate.

15. **Grantor Not Liable.** In no event shall Grantor or Grantor's officers, invitees, agents, employees, partners, managers, members, successors, or assigns (collectively, the "**Grantor Parties**") be liable for any damage to, or loss of, personal property or equipment sustained by Grantee within the Easement Area, whether or not it is insured, even if such loss is caused by the negligence of Grantor or the Grantor Parties or both.

16. **Limitation of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY GRANTOR HEREUNDER, OR FOR ANY OTHER REASON, GRANTOR SHALL NOT BE LIABLE TO GRANTEE FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

17. **Indemnification.** Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including without limitation reasonable attorneys' fees, court costs, and disbursements) incurred by Grantor arising from or by reason of Grantee or Grantee's Allowed Party's access to or use of the Easement Area.

18. **Insurance.** Grantee shall maintain, at its expense, and shall keep in full force and effect at all times during the term of this Agreement:

(a) A policy of commercial general liability insurance that includes contractual liability coverage, including coverage for all insurable obligations in this Agreement, and personal injury and property liability coverages, including coverage against claims for any injury or death to persons and any damage to or loss of property occurring on, in, or about the Easement Area, all with

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respect to the Easement Area and Grantee's use therein and all as adjusted according to this Subsection. The combined single limit of all coverages shall not be less than one million dollars (\$1,000,000), adjusted according to this Subsection. Grantor and its agents, contractors, mortgagees, and tenants (and any other third parties required by Grantor) shall be named as additional insureds on the insurance policy. Grantor may adjust the policy coverages and limits every one year from the Effective Date to reflect changes in circumstances, standards, and customs.

All insurance policies shall be from an insurer reasonably acceptable to Grantor. Prior to making any entry onto Parcel A, Grantee shall furnish to Grantor the insurance policy required under this Agreement: (a) a certificate of insurance (i) evidencing the policy and required coverages and (ii) providing that the insurance policy and coverages may not be cancelled on less than thirty (30) days prior written notice to Grantor; and (b) proof of payment of the insurance premium.

19. Default and Remedies. A breach of any Provision in this Agreement is a default under this Agreement. In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law or in equity. Specifically, this Agreement may be enforced by restraining orders and injunctions (temporary, preliminary, mandatory, or permanent) prohibiting interference with use of the Easement and mandating compliance with the Provisions hereof. Restraining orders and injunctions will be available on proof of the existence of interference or threatened interference, without the necessity of proof of the inadequacy of other legal remedies or irreparable harm. Each party hereby acknowledges the inadequacy of legal remedies and the irreparable harm that would be caused by any existing interference or threatened interference. Restraining orders and injunctions will be available only to the parties to this Agreement and their respective successors and assigns; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. The rights and remedies in this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

20. No Waivers. Any waiver of any Provision or of any breach of any Provision in this Agreement shall be in writing and signed by the party waiving the Provision or breach. No waiver of any breach of any Provision herein shall be deemed a waiver of any preceding or succeeding breach thereof or of any other Provision herein. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

21. Attorney's Fees. If any suit, action, or proceeding is brought by either party against the other party in connection with or arising out of this Agreement or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing party shall be entitled to recover from the other party its reasonable out-of-pocket costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the prosecution or defense of the suit, action, or proceeding.

22. Abandonment. In the event Grantee or its successors or assigns abandons the Easement Area for a period of twelve (12) consecutive months, this Agreement, the Easement, and all

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rights granted hereunder shall terminate and revert back to Grantor. For the purposes of this Section 22, "abandon" means non-use of the Easement.

23. **Subordination.** This Agreement is and shall remain subordinate in right to any security interest or mortgage now or hereafter affecting Parcel A.

24. **Notices.** All notices, waivers, requests, demands, and consents required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third Business Day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 5:00 p.m. CST on a Business Day and the original is also sent via overnight courier or United States mail, whereby delivery is deemed to have occurred at the end of the Business Day on which electronic transmission is completed. Any party shall change its address for purposes of this Agreement by giving written notice as provided in this Section 24, and notices, waivers, requests, demands, and consents shall only be valid if served in the manner provided. As used herein "**Business Day(s)**" means all days, excluding the following days: Saturdays, Sundays, and all days observed as legal holidays by the State of Illinois and/or the US Federal Government.

To Grantor: Name: 1912 DIVISION LLC c/o Angelo Laskaris
Address: 1700 W. Cortland, Suite 203, Chicago, IL 60622
Telephone: 773-616-6101
Facsimile:
Email: elk.enterprises@yahoo.com

with a copy to: Name: Nicholas L. Atsaves, Esq
Address: 345 N. Canal St, Suite 903, Chicago, IL 60606
Telephone: 312-402-2811
Facsimile: 312-896-1520
Email: NLA@NICHOLASLAW.COM

To Grantee: Name: 1908 W. DIVISION, LLC c/o Seth Kaplan
Address: 805 Greenwood Evanston, IL 60201
Telephone: 312-216-2780
Facsimile: 312-276-8513
Email: skaplan@rudolphkaplan.com

with a copy to: Name: Rudolph Kaplan LLC / Seth Kaplan
Address: 805 Greenwood Evanston, IL 60201
Telephone: 312-216-2780
Facsimile: 312-276-8513
Email: skaplan@rudolphkaplan.com

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25. **Time of the Essence.** Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.
26. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Illinois. Grantor and Grantee consent to personal jurisdiction and venue in the county and district courts located in Cook County, Illinois, which courts shall have exclusive jurisdiction over any suit, action, or proceeding (whether contract, tort, or otherwise or in law or equity) arising out of or in connection with this Agreement.
27. **Partial Invalidity.** Any Provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the invalidity or unenforceability without rendering invalid or unenforceable the remaining Provisions of this Agreement or affecting the validity or enforceability of any of the Provisions of this Agreement in any other jurisdiction. If any Provision of this Agreement is so broad as to be unenforceable, the Provision will be interpreted to be only so broad as is enforceable.
28. **Existing Matters; Applicable Laws.** The Easement, rights, and obligations in this Agreement are made subject to: (a) any and all existing covenants, conditions, restrictions, and easements of record affecting the Easement Area; and (b) all applicable building and zoning codes and ordinances.
29. **Recording the Agreement.** The parties agree that this Agreement shall be recorded in the recorder's office for the County of Cook, Illinois, within thirty (30) days of mutual execution. Grantor shall bear the costs of recording and shall circulate a recorded copy of this Agreement pursuant to the Notice provision of this Agreement.
30. **Rule Against Perpetuities.** The Easement and all other interests granted or reserved in this Agreement are present interests fully vesting on the Effective Date. If a court of competent jurisdiction holds that the rule against perpetuities applies to any interest created by this Agreement, then each affected interest must vest, if at all, no later than twenty-one (21) years after the death of the last survivor of all of the descendants of the President and Vice President of the United States living on the Effective Date.
31. **No Public Dedication.** Nothing set forth in this Agreement shall be construed or deemed to confer on the general public any rights whatsoever with respect to the Easement Area, and Grantor reserves the right to do all things reasonably necessary to prevent the assertion of any claim stating otherwise.
32. **Headings.** Headings and captions used in this Agreement are for convenience only, do not define or limit the scope of this Agreement, and are not intended to interpret or change the meaning of any of the Provisions of this Agreement.

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33. **Singular or Plural.** The singular of any term, including any defined term, in this Agreement shall include the plural, and the plural of any term, including any defined term, in this Agreement, shall include the singular.

34. **Further Assurances.** Each party agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing things, acts, and documents do not materially increase any party's obligations hereunder or materially decrease any party's rights hereunder.

35. **Counterparts; Amendments.** This Agreement may be executed in counterparts and, when executed and delivered by all parties in person, shall become one (1) integrated agreement enforceable on its Provisions. This Agreement supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This Agreement shall not be amended, except in a writing signed by each party hereto or their respective successors. If amended as permitted by this Section 35, the term "Agreement" shall thereafter be read as including all those amendments. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.


[SIGNATURE PAGE FOLLOWS]

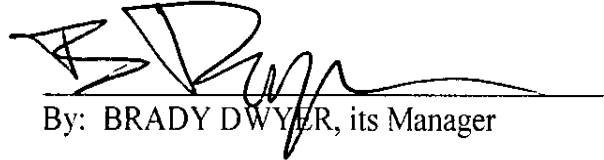
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:
1912 DIVISION LLC,
an Illinois limited liability company

GRANTEE:
1908 W. DIVISION, LLC,
an Illinois limited liability company


By: ANGELO LASKARIS, its Manager


By: BRADY DWYER, its Manager


ACKNOWLEDGMENTS

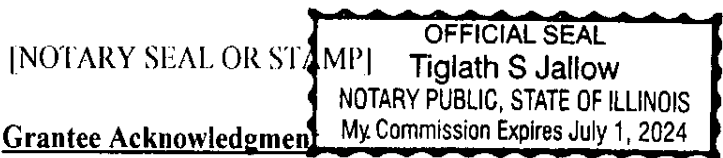
Grantor Acknowledgment

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this date by Angelo Laskaris, as the Manager of 1912 Division LLC, an Illinois limited liability company. Angelo Laskaris, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me in person and acknowledged that he (or she) signed and delivered said instrument as his (or her) own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Date: 10/05/2022


Notary Public
My commission expires: 07/01/2024

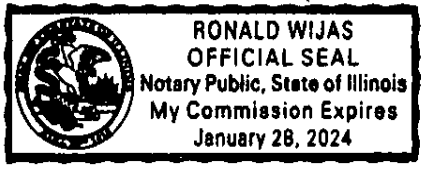


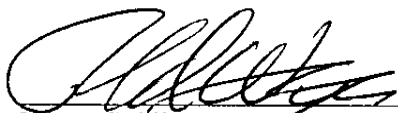
Grantee Acknowledgment

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this date by Brady Dwyer, as the Manager of 1908 W. Division, LLC, an Illinois limited liability company. Brady Dwyer, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me in person and acknowledged that he (or she) signed and delivered said instrument as his (or her) own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Date: 10/6/22




Notary Public
My commission expires: 1/28/24

[NOTARY SEAL OR STAMP]

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LIST OF EXHIBITS ATTACHED

- Exhibit A LEGAL DESCRIPTION PARCEL A
- Exhibit B LEGAL DESCRIPTION PARCEL B
- Exhibit C LEGAL DESCRIPTION "EASEMENT AREA"
- Exhibit D SURVEY OF PARCEL A (showing Public Alley)
- Exhibit E DIAGRAM SHOWING "EASEMENT AREA" walkway and Public Alley

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
 RECORDING DIVISION
 118 N. CLARK ST. ROOM 120
 CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
 RECORDING DIVISION
 118 N. CLARK ST. ROOM 120
 CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
 RECORDING DIVISION
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 CHICAGO, IL 60602-1387

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EXHIBIT A

PARCEL A

Property Address: 1912 W. Division, Chicago, IL 60622

Permanent Tax No.: 17-06-226-027-0000

LEGAL DESCRIPTION

LOT 3 IN THE HEIRS OF JOSEPH PEACOCK'S SUBDIVISION OF LOT 18 IN BLOCK 2 IN JOSEPH PEACOCK'S SUBDIVISION OF THE SOUTH 6 ACRES OF THE WEST 10 ACRES OF THE SOUTH 25 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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EXHIBIT B

PARCEL B

Property Address: 1908 W. Division Chicago, IL 60622

Permanent Tax No.: 17-06-226-034-0000

LEGAL DESCRIPTION

THE WEST 25 FEET 10 INCHES OF LOT 5 IN BEYGEH'S SUBDIVISION OF LOT 14 (EXCEPT THE NORTH 60 FEET THEREOF) IN THE SUBDIVISION OF LOT 10 IN THE ASSESSOR'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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EXHIBIT C

"EASEMENT AREA"

That part of Property Address: 1912 W. Division, Chicago, IL 60622 as defined below:

Permanent Tax No.: 17-06-226-027-0000

LEGAL DESCRIPTION

The area bounded by:

Beginning at a point that is 20' south from the northeast corner of **Parcel A** (said point is the "point of beginning"), then:

- (i) heading west 22.17',
- (ii) north 4',
- (iii) west 2.5'
- (iv) south 6.5',
- (v) east 22.17',
- (vi) south 6.5',
- (vii) east 2.5' and then
- (viii) north 9' to the point of beginning.

**COOK COUNTY CLERK OFFICE
RECORDING DIVISION
119 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387**

**COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387**

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EXHIBIT D

- SURVEY OF PARCEL A (showing Public Alley)

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

Property of Cook County Clerk's Office

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EXHIBIT E

- DIAGRAM SHOWING "EASEMENT AREA" walkway and Public Alley

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

UNOFFICIAL COPY

OVERSIZE EXHIBIT

Property of Cook County Clerks Office

Doc # 2229213025 Fee \$141.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/19/2022 11:09 AM PG: 1 OF 19

**FORWARD ORIGINAL
DOCUMENT TO PLAT
COUNTER IMMEDIATELY
AFTER RECORDING FOR
SCANNING**

15 pgs

2 DD

19 total

• 87 fee

• 54 penalty

\$141 total