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#3435 # # -94-528687
COOK COUNTY RECORDER

MUTUAL EASEMENT GRANT AND
MAINTENANCE AGREEMENT

This Agreement made in the City of Chicago, County of Cook, State of Illinois, on May 25, 1994 by and between Columbia National Bank of Chicago, as Trustee under Trust Agreement dated August 10, 1993 and known as Trust #4445 ("Grantor") and Columbia National Bank of Chicago as Trustee under Trust Agreement dated May 4, 1993 and known as Trust #4650 ("Grantee").

WHEREAS, the Grantor represents and warrants that it owns and has fee simple title to that parcel of real estate located in the City of Chicago, County of Cook, State of Illinois, legally described as follows:

LOTS 15 TO 23 (EXCEPTING THEREFROM THE EAST 49.0 FEET OF THE SOUTH 112.0 FEET OF LOTS 15 AND 16, TAKEN AS A TRACT) AND THE 16 FOOT ALLEY LYING NORTH AND ADJOINING LOTS 15 TO 19 AND SOUTH OF AND ADJOINING LOT 20 AS SHOWN ON THE PLAT OF JOHN F. LABAHN'S AND C. LABAHN'S SUBDIVISION OF THE SOUTH 4.01 CHAINS OF THE NORTHWEST QUARTER OF BLOCK 42 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.14-29-311-015, 016 and 017, 018 019 94528687

Commonly known as 2512 N. Bosworth, Chicago, Illinois and which contains thirty-five (35) condominium units, twenty-eight (28) outdoor parking spaces and seven (7) garage parking spaces (Parcel 1); and,

WHEREAS, Grantee represents and warrants that it owns and has fee simple title to that parcel of real estate located in the City of Chicago, County of Cook, State of Illinois, legally described as follows:

THE EAST 49.0 FEET OF THE SOUTH 112.0 FEET OF LOTS 15 AND 16, TAKEN AS A TRACT IN JOHN F. LABAHN'S AND C. LABAHN'S

SUBDIVISION OF THE SOUTH 40.1 CHAINS OF THE NORTHWEST QUARTER OF BLOCK 42 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-29-311-018 and 019

Commonly known as 2500-10 N. Bosworth, Chicago, Illinois which contains six (6) town houses with attached garages (Parcel 2); and,

WHEREAS, Grantor wishes to grant an easement for ingress and egress across a portion of Parcel 1, to Grantee, which easement runs across and through the center line of that portion of land containing parking spaces P13 through P28 being a driveway in said parking area of approximately twenty (20) feet in width and sixty-four (64) feet in length; and also across that strip of land lying west of the west line of Parcel 2 and east of the aforementioned parking area being an area of approximately sixteen (16) feet by one hundred twelve (112) feet all as more fully shown on Exhibit A attached hereto, (hereinafter referred to as the "Easement Parcel");

NOW, THEREFORE, in consideration of the payment of Ten and no/100 ($10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. **GRANT OF EASEMENT:** The Grantor hereby grants to the Grantee, its heirs, successors and assigns, as an easement appurtenant to Parcel 2, a perpetual easement for ingress and egress, of all manner and type, over and upon the Easement Parcel located on Parcel 1.

2. **USE OF EASEMENT:** Use of the easement premises is confined to the owners, tenants, residents, guests, invitees and agents and servants of the owners of Parcel 2 and is for the purposes of providing access to Parcel 2 by pedestrians, vehicles or for other ingress and egress purposes as may occur.

3. **TITLE INSURANCE:** Should Grantee so desire, it may apply forthwith for a title insurance policy insuring the easement hereby granted, at its sole expense.

4. **RELOCATION OF EASEMENT:** Grantor may place or relocate any structure on Parcel 1 and Grantee may relocate any structure on Parcel 2 at any time so long as the Easement Premises is retained.

5. **MAINTENANCE OF EASEMENT PREMISES:** Grantor and Grantee hereby agrees that they shall share in the maintenance of the Easement Premises including but not limited to:

a) maintenance of sewage and drainage;

b) maintenance of paving;

c) maintenance of fencing, access gates, (including operation thereof) and driveways at the west end of the Easement Parcel adjacent to the public alley lying perpendicular to Altgeld Street and parallel and to the west of Bosworth Street.

d) removal of snow, ice and refuse.

All on the following basis:

Grantor shall pay **10%** of said costs

Grantee shall pay **90%** of said costs.

Grantor and Grantee shall each be responsible for any lighting or other utilities relative to the Easement Premises they deem necessary, except for electrical utilities for lighting or for any access gates as set forth in sub-paragraph (c) above which shall be allocated in accordance with the above percentages and based upon determinations made by the utility provider.

6. **PAYMENT OF OPERATIONAL COSTS:** Grantor and Grantee shall have a mutual right to pay any of the necessary maintenance or operational costs set forth in paragraph 5 above and be entitled to reimbursement from the other party for the allocable percentages of said costs and expenses as set forth herein. In the event of any dispute in regard to the payment or reimbursement of said maintenance costs and operational expenses then this Agreement shall be construed as a binding contract between the parties enforcible in the Circuit Court of Cook County, Illinois and the prevailing party will be entitled to attorney's fees and costs in addition to any other amounts awarded in said claim. At such time as Grantee sells the six (6) town homes located on Parcel 2, each town homes owner shall be obligated to pay one-sixth (1/6) of any sums indicated herein as being the obligation of Grantee. Grantee has created a document entitled Declaration of Covenants, Conditions, Restrictions, Easements, Party Walls Rights and Maintenance for Altgeld Commons Town Homes, dated May 25, 1994 which makes reference to obligations that will be assumed by Grantees successors and assigns relative to maintenance of the Easement Parcel and to that extent said Declaration is incorporated by reference herein.

7. **ADDITIONAL EASEMENT FOR BALCONY OVERHANG:** Grantee has designed certain balconies on the west wall of the structure located on Parcel 2 and said balconies will extend over the west line of Parcel 2 onto the Easement Parcel by approximately three (3) feet. Grantor hereby grants an additional easement to Grantee to allow for the construction, existence and maintenance of said balconies overhanging onto the Easement Parcel as set forth herein.

8. **MISCELLANEOUS AND EXECUTION:**

A. **NON-WAIVER OF COVENANTS:** No covenant, restriction, condition, obligation or provision contained in this Agreement shall be deemed to have been abrogated or

waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

B. **SUCCESSORS AND ASSIGNS:** Each grantee of the Parties hereto, and each subsequent grantee, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts said deed or contract subject to all restrictions, conditions, covenants, easements, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Agreement and shall be deemed to have agreed to perform all undertakings and to be bound by all agreements and covenants imposed on him by this Agreement. All rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the property, and shall inure to the benefit or burden of such grantee or purchaser in like manner as though the provisions of this Agreement were recited and stipulated at length in each and every deed of conveyance or contract for conveyance. All rights and liabilities granted or incurred specifically to or by the Parties hereto under this Agreement shall be binding upon the successors and assigns of said Parties hereto.

C. **ENFORCEMENT:** Any violation on the part of an owner of Parcel 1 or Parcel 2 of any of the restrictions, covenants, terms or conditions of this Agreement to be kept, observed or performed by him and which will or is likely to result in damages which are irreparable or impossible of ascertainment, then any other owner of either of said parcels is hereby granted the right to prevent or remedy any such threatened or actual violation on the part of any owner of the other parcel, or the further continuation of any such violation, as the case may be, by means of injunctive proceedings or other legal remedies. The various rights and remedies herein granted shall be in addition to all other

rights and remedies which may be available. All said rights and remedies may be exercised either concurrently or consecutively or partly concurrently and partly consecutively as the case may be.

D. **SURVIVAL:** If any term, provision, covenant, easement, agreement or condition in this Agreement shall be or be held 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 to all intents and purposes as though such invalid term, provision, covenant, easement, agreement or condition had never been.

If any of the covenants or rights created by this Agreement would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States of America.

E. **GENDER OF TERMS; NUMBERS:** As used in this Agreement, the masculine shall mean the feminine or neuter and singular shall mean plural where the context requires to preserve the meaning of the appropriate provision. Owner shall mean the owner of either Parcel 1 or Parcel 2 and party or parties shall mean the owners of either of said parcels. Easement Parcel shall mean Easement Area or Easement Premises.

F. **SUPERIORITY:** Anything herein to the contrary notwithstanding, nothing contained herein shall be construed to supersede any ordinance of the City of Chicago, or law of the State of Illinois, affecting the property or any portion thereof.

G. **NO PERSONAL LIABILITY OF TRUSTEE:** This Agreement is executed by the Grantor and Grantee not personally, but solely as Trustee as aforesaid, in the

exercise of the power and authority conferred and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder by said Parties (whether or not the same, are expressed in the terms of covenants, promises or agreements) are undertaken by it solely as Trustee under said Trust Agreement and not individually. No personal liability shall be asserted or be enforceable against Columbia National Bank of Chicago, incorporated by reason of the terms, provisions, stipulations, covenants and agreements contained herein.

H. **LAWS OF ILLINOIS:** This Agreement shall be construed in conformity with the laws of the State of Illinois and in accordance with the usage in said State of Illinois regarding easements. The rule of strict constriction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment to the Grantee is carried out.

1) The purpose of this Grant of Easement and Maintenance Agreement is to provide ingress, egress and access for Parcel 2 over the portion of the land referred to as the Easement Premises which is a portion of Parcel 1.

2) The dominant tenement shall be considered to be the structure located on Parcel 1 and not the land on which said structure rests.

I. **NOTICE:** Any notice required or desired to be given under the provisions of this Agreement to any owner shall be deemed to have been properly delivered when deposited in the U.S. mail, postage prepaid, directed to the last known person who appears as an owner or other person, at the last known address for each such person which is publicly listed if other than the address of the parcel.

IN WITNESS WHEREOF, COLUMBIA NATIONAL BANK OF CHICAGO, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

COLUMBIA NATIONAL BANK OF CHICAGO, as Trustee aforesaid and not personally.

Columbia National Bank of Chicago, trustee under trust agreement dated May 10, 1993, and known as trust number 4445.

ATTEST: _____
Assistant Secretary

BY: _____
~~Assistant~~ Vice President

Columbia National Bank of Chicago, trustee under trust agreement dated May 4, 1994 and known as trust number 4650.

ATTEST: _____
Assistant Secretary

BY: _____
~~Assistant~~ Vice President

MAIL TO:
THIS INSTRUMENT PREPARED BY:
MICHAEL BROWN
2950 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60657

94528687

PLAT

6-15-94

SEE PLAT BOOKS

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P.I.N.14-29-311-015, 016 and 017 9018 9019

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WHEREAS, Grantee represents and warrants that it owns and has fee simple title to that parcel of real estate located in the City of Chicago, County of Cook, State of Illinois, legally described as follows:

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PLAT WITH THIS DOCUMENT

SUBDIVISION OF THE SOUTH 40.1 CHAINS OF THE NORTHWEST QUARTER OF BLOCK 42 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-29-311-018 and 019

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NOW, THEREFORE, in consideration of the payment of Ten and no/100 ($10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

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2. **USE OF EASEMENT:** Use of the easement premises is confined to the owners, tenants, residents, guests, invitees and agents and servants of the owners of Parcel 2 and is for the purposes of providing access to Parcel 2 by pedestrians, vehicles or for other ingress and egress purposes as may occur.

3. **TITLE INSURANCE:** Should Grantee so desire, it may apply forthwith for a title insurance policy insuring the easement hereby granted, at its sole expense.

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c) maintenance of fencing, access gates, (including operation thereof) and driveways at the west end of the Easement Parcel adjacent to the public alley lying perpendicular to Altgeld Street and parallel and to the west of Bosworth Street.

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6. **PAYMENT OF OPERATIONAL COSTS:** Grantor and Grantee shall have a mutual right to pay any of the necessary maintenance or operational costs set forth in paragraph 5 above and be entitled to reimbursement from the other party for the allocable percentages of said costs and expenses as set forth herein. In the event of any dispute in regard to the payment or reimbursement of said maintenance costs and operational expenses then this Agreement shall be construed as a binding contract between the parties enforcible in the Circuit Court of Cook County, Illinois and the prevailing party will be entitled to attorney's fees and costs in addition to any other amounts awarded in said claim. At such time as Grantee sells the six (6) town homes located on Parcel 2, each town homes owner shall be obligated to pay one-sixth (1/6) of any sums indicated herein as being the obligation of Grantee. Grantee has created a document entitled Declaration of Covenants, Conditions, Restrictions, Easements, Party Walls Rights and Maintenance for Altgeld Commons Town Homes, dated May 22, 1994 which makes reference to obligations that will be assumed by Grantees successors and assigns relative to maintenance of the Easement Parcel and to that extent said Declaration is incorporated by reference herein.

7. **ADDITIONAL EASEMENT FOR BALCONY OVERHANG:** Grantee has designed certain balconies on the west wall of the structure located on Parcel 2 and said balconies will extend over the west line of Parcel 2 onto the Easement Parcel by approximately three (3) feet. Grantor hereby grants an additional easement to Grantee to allow for the construction, existence and maintenance of said balconies overhanging onto the Easement Parcel as set forth herein.

8. **MISCELLANEOUS AND EXECUTION:**

A. **NON-WAIVER OF COVENANTS:** No covenant, restriction, condition, obligation or provision contained in this Agreement shall be deemed to have been abrogated or

waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

B. **SUCCESSORS AND ASSIGNS:** Each grantee of the Parties hereto, and each subsequent grantee, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts said deed or contract subject to all restrictions, conditions, covenants, easements, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Agreement and shall be deemed to have agreed to perform all undertakings and to be bound by all agreements and covenants imposed on him by this Agreement. All rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the property, and shall inure to the benefit or burden of such grantee or purchaser in like manner as though the provisions of this Agreement were recited and stipulated at length in each and every deed of conveyance or contract for conveyance. All rights and liabilities granted or incurred specifically to or by the Parties hereto under this Agreement shall be binding upon the successors and assigns of said Parties hereto.

C. **ENFORCEMENT:** Any violation on the part of an owner of Parcel 1 or Parcel 2 of any of the restrictions, covenants, terms or conditions of this Agreement to be kept, observed or performed by him and which will or is likely to result in damages which are irreparable or impossible of ascertainment, then any other owner of either of said parcels is hereby granted the right to prevent or remedy any such threatened or actual violation on the part of any owner of the other parcel, or the further continuation of any such violation, as the case may be, by means of injunctive proceedings or other legal remedies. The various rights and remedies herein granted shall be in addition to all other

rights and remedies which may be available. All said rights and remedies may be exercised either concurrently or consecutively or partly concurrently and partly consecutively as the case may be.

D. **SURVIVAL:** If any term, provision, covenant, easement, agreement or condition in this Agreement shall be or be held 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 to all intents and purposes as though such invalid term, provision, covenant, easement, agreement or condition had never been.

If any of the covenants or rights created by this Agreement would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States of America.

E. **GENDER OF TERMS; NUMBERS:** As used in this Agreement, the masculine shall mean the feminine or neuter and singular shall mean plural where the context requires to preserve the meaning of the appropriate provision. Owner shall mean the owner of either Parcel 1 or Parcel 2 and party or parties shall mean the owners of either of said parcels. Easement Parcel shall mean Easement Area or Easement Premises.

F. **SUPERIORITY:** Anything herein to the contrary notwithstanding, nothing contained herein shall be construed to supersede any ordinance of the City of Chicago, or law of the State of Illinois, affecting the property or any portion thereof.

G. **NO PERSONAL LIABILITY OF TRUSTEE:** This Agreement is executed by the Grantor and Grantee not personally, but solely as Trustee as aforesaid, in the

exercise of the power and authority conferred and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder by said Parties (whether or not the same, are expressed in the terms of covenants, promises or agreements) are undertaken by it solely as Trustee under said Trust Agreement and not individually. No personal liability shall be asserted or be enforceable against Columbia National Bank of Chicago, incorporated by reason of the terms, provisions, stipulations, covenants and agreements contained herein.

H. **LAWS OF ILLINOIS:** This Agreement shall be construed in conformity with the laws of the State of Illinois and in accordance with the usage in said State of Illinois regarding easements. The rule of strict constriction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment to the Grantee is carried out.

1) The purpose of this Grant of Easement and Maintenance Agreement is to provide ingress, egress and access for Parcel 2 over the portion of the land referred to as the Easement Premises which is a portion of Parcel 1.

2) The dominant tenement shall be considered to be the structure located on Parcel 1 and not the land on which said structure rests.

I. **NOTICE:** Any notice required or desired to be given under the provisions of this Agreement to any owner shall be deemed to have been properly delivered when deposited in the U.S. mail, postage prepaid, directed to the last known person who appears as an owner or other person, at the last known address for each such person which is publicly listed if other than the address of the parcel.

IN WITNESS WHEREOF, COLUMBIA NATIONAL BANK OF CHICAGO, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

COLUMBIA NATIONAL BANK OF CHICAGO, as Trustee aforesaid and not personally.

Columbia National Bank of Chicago, trustee under trust agreement dated May 10, 1993, and known as trust number 4445.

ATTEST: _____
Assistant Secretary

BY: _____
~~Assistant~~ Vice President

Columbia National Bank of Chicago, trustee under trust agreement dated May 4, 1994 and known as trust number 4650.

ATTEST: _____
Assistant Secretary

BY: _____
~~Assistant~~ Vice President

MAIL TO:
THIS INSTRUMENT PREPARED BY:
MICHAEL BROWN
2950 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60657