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AMENDMENT TO EASEMENT AGREEMENT

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AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT made this 5 day of July, 1996, by and between BRUCE POSNER, hereinafter referred to as the "Grantor", and ERIC R ARNSON and GERMAINE W. ARNSON, his wife, hereinafter referred to as the "Grantee".

RECITALS

WHEREAS, the Grantor is the owner of certain real property commonly known as Unit B, 1661 North Dayton, Chicago, Illinois, including the garage unit therefor, which unit and garage are more fully described as follows:

PARCEL 1 THE EAST 24.78 FEET OF THE WEST
66.14 FEET OF THE NORTH 1/2 OF LOT
67 AND ALL OF LOT 68 TAKEN AS A
TRACT IN SUBDIVISION OF BLOCK 6 OF
SHEFFIELD'S ADDITION TO CHICAGO IN
SECTION 32, TOWNSHIP 40 NORTH, RANGE
14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

-Also-

PARCEL 2 THE SOUTH 11.73 FEET OF THE NORTH
36.09 FEET OF THE NORTH 1/2 OF LOT 67
AND ALL OF LOT 68 TAKEN AS A TRACT
IN THE SUBDIVISION OF BLOCK 6 OF
SHEFFIELD'S ADDITION TO CHICAGO IN
SECTION 32, TOWNSHIP 40 NORTH, RANGE
14, EAST OF THE THIRD PRINCIPAL
MERIDIAN IN COOK COUNTY, ILLINOIS

Commonly known as 1661-B North Dayton, Chicago, Illinois

P I N 14-32-426-075-0000

hereinafter referred to as the "Servient Tenement", and

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WHEREAS, the Grantee is the owner of certain real property commonly known as Unit C, 1661 North Dayton, Chicago, Illinois, including the garage unit therefor, which unit and garage are more fully described as follows:

PARCEL 1 THE EAST 36.20 FEET OF THE WEST
102.34 FEET OF THE NORTH 1/2 OF LOT
67 AND ALL OF LOT 68 TAKEN AS A
TRACT IN THE SUBDIVISION OF BLOCK 6
OF SHEFFIELD'S ADDITION TO CHICAGO
IN SECTION 32, TOWNSHIP 40 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY ILLINOIS.

-Als-

PARCEL 2 THE SOUTH 20.68 FEET OF THE NORTH
24.36 FEET OF THE NORTH 1/2 OF LOT
67 AND ALL OF LOT 68 TAKEN AS A
TRACT IN THE SUBDIVISION OF BLOCK 6
OF SHEFFIELD'S ADDITION TO CHICAGO
IN SECTION 32, TOWNSHIP 40 NORTH,
RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY
ILLINOIS

Commonly known as 1661-C North Dayton, Chicago, Illinois

P.I.N. 14-32-426-07b-0000

hereinafter referred to as the "Dominant Tenement"; and

WHEREAS, Grantee, as owner of the Dominant Tenement, has previously acquired certain easement rights in the Servient Tenement for purposes of the use and maintenance of a wood deck constructed on the garage unit of the Servient Tenement which easement rights were created and exist by virtue of Easement Agreement dated May 23, 1988 which document was recorded in the office of the Recorder of Deeds of Cook County, Illinois on July 31, 1990 as document number 90369345, which document is hereinafter referred to as the "Easement Agreement", and

WHEREAS, the parties hereto wish to amend the Easement Agreement to grant further and additional rights in the Dominant Tenement upon the Servient Tenement;

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NOW, THEREFORE, in consideration of Ten and no/100 Dollars in hand paid by each party hereto to the other, the receipt and sufficiency of which the parties hereby acknowledge, and other good and valuable consideration, including the mutual covenants herein contained, the parties hereto agrees as follows

1 In addition to the rights previously granted to the owner of the Dominant Tenement in the Servient Tenement by virtue of the Easement Agreement, the Grantor hereby grants to Grantee the right to construct, maintain and attach to the garage unit of the Servient Tenement a pedestrian bridge to be built so as to connect the residence upon the Dominant Tenement to the deck upon the garage unit of the Servient Tenement and to make same accessible for pedestrian travel from the Dominant Tenement to the Servient Tenement and to use such bridge for that purpose

2 Grantee agrees that during such times as such pedestrian bridge shall be in existence, Grantee, his successors and assigns shall maintain public liability insurance in amounts usual and customary for owners of residential property of a value and character similar to the residence presently upon the Dominant Tenement, insuring the owner of the Dominant Tenement against claims for personal injury and property damage as a consequence of the use of the pedestrian bridge herein described and the deck to which it is to be attached. The policy creating such public liability insurance shall reflect the owner of the Servient Tenement, his successors and assigns as an additional insured thereunder and a certificate evidencing the existence of such policy of insurance shall be provided to the owner of the Servient Tenement from time to time at reasonable intervals upon request for same.

3 The pedestrian bridge which is the subject of this Agreement shall be constructed and maintained in the following fashion.

a All material used in the construction of the bridge shall be of like quality and material to the deck upon the garage unit of the Servient Tenement.

b The design of the bridge shall be consistent with the residential structures upon the Dominant Tenement and the Servient Tenement

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c The bridge will be constructed without the use of ground supports.

d The construction of the bridge will be done only pursuant to permit validly issued by the City of Chicago and the plans for same shall be subject to the review and approval, to be reasonably exercised, of the owner of the Servient Tenement.

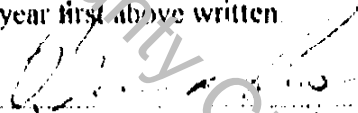
e The owner of the Dominant Tenement shall at all times maintain the bridge so that same will at all times be in a safe and structurally sound condition

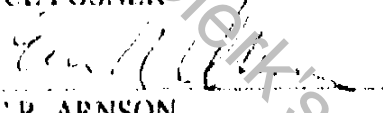
4 The easement, rights, and privileges granted herein are exclusive, and Grantor covenants that he will not convey any other easement or conflicting rights within the area covered by this grant

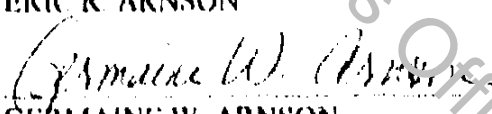
5 This Agreement shall bind and inure to the benefit of the respective parties, personal representatives, successors, and assigns of the parties hereto

6 Except as hereby modified the Easement Agreement is hereby confirmed and ratified as the agreement of the parties and same is and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed to these presents by _____ the day and year first above written.


BRUCE POSNER


ERIC R. ARNSON


GERMAINE W. ARNSON

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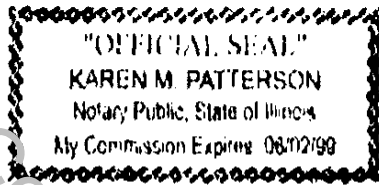
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State do hereby certify that BRUCE POSNER, personally know 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, sealed and delivered said instrument as his free and voluntary act for the uses and purposes herein set forth

GIVEN under my hand and Notarial Seal this 12 day of July, 1996.

Karen M. Patterson
Notary Public



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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State do hereby certify that ERIC R. ARNISON and GERMAINE W. ARNISON, his wife, personally know 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, sealed and delivered said instrument as their free and voluntary act for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 12 day of July, 1996.

Karen M. Patterson
Notary Public



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COOK COUNTY
RECORDER
JESSE WHITE
SKOKIE OFFICE

Prepared by: KARM & WINAND, 800 Waukegan Road, Glenview, IL 60025



MAIL TO:

HOWARD N. KARM
P.O. Box 657
Glenview, IL 60025

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