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Mutual Grant of Easement Agreement

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1999-06-18 12:52:14
Cook County Recorder 35.50



99589072

This Mutual Grant of Easement Agreement is made as of this 16th day of June, 1999, by and between 407 North Elizabeth Street - 1, L.L.C. ("Parcel 1 Owner") and Zachary Burris and Carol Burris ("Parcel 2 Owner") (Parcel 1 Owner and Parcel 2 Owner collectively referred to as "Owners").

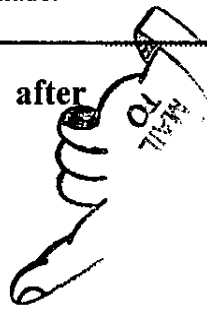
The following recitals of fact are a material part of this instrument:

- 1. Parcel 1 Owner is the holder of legal title to a certain parcel of land situated in the County of Cook, State of Illinois, which is legally described on Exhibit A attached hereto (hereinafter referred to as "Parcel 1").
2. Parcel 2 Owner is the holder of legal title to a certain parcel of land situated in the County of Cook, State of Illinois, which is legally described on Exhibit B attached hereto (hereinafter referred to as "Parcel 2").
3. Parcel 1 and Parcel 2 are contiguous parcels and Parcel 1 Owner and Parcel 2 Owner desire to grant, declare and establish certain easements for ingress, egress and access upon and across such parcels.

Now, Therefore, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and covenants and restrictions are made:

This Document Prepared By and after Recording, Mail to:

Alison Cackowski, Esq.
Fuchs & Roselli, Ltd.
Six West Hubbard Street, Suite 800
Chicago, Illinois 60610-4695



Property Address:

Alley North of 400 North Racine
Chicago, Illinois 60625

P.I.N.: 17-08-141-020-0000
17-08-141-021-0000

1. **Parcel 1 Grant of Easement.** Parcel 1 Owner hereby grants, gives and conveys to Parcel 2 Owner, its successors and assigns, an irrevocable and perpetual easement, for the purpose of reasonable ingress, egress and access over, across and upon parcel 1 for pedestrian and vehicular ingress, egress and access to and from Parcel 2.

2. **Parcel 2 Grant of Easement.** Parcel 2 Owner hereby grants, gives and conveys to Parcel 1 Owner, its successors and assigns, an irrevocable and perpetual easement, for the purpose of reasonable ingress, egress and access over, across and upon Parcel 2 for pedestrian and vehicular ingress, egress and access to and from Parcel 1.

3. **Representations and Warranties.** The Owners represent and warrant that they are the holders of fee simple title to their respective parcels; (ii) they possess all necessary right, power and authority to grant this Easement; and (iii) this Easement is binding upon the Owners in accordance with its terms and that no consent hereto is required from any other party (including any mortgagee).

4. **Maintenance of Parcels.** Parcel 1 Owner covenants to maintain Parcel 1 in good repair (unless any damage is caused by the negligence or intentional acts of Parcel 2 Owner and in such event, Parcel 2 Owner shall be responsible for the prompt repair of any damage). Parcel 2 Owner covenants to maintain Parcel 2 in good repair (unless any damage is caused by the negligence or intentional acts of Parcel 1 Owner and in such event, Parcel 1 Owner shall be responsible for the prompt repair of any damage).

5. **Running of Benefits and Burdens.** All provisions of this instrument, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors, assigns, tenants and personal representatives of the parties hereto.

6. **Enforcement.** In the event any legal proceedings are instituted to enforce this Easement Agreement, the party deemed by the court to have breached any term hereof shall be liable for the costs and expenses, including reasonable attorneys' fees incurred by the party seeking enforcement of this Easement Agreement.

7. **Construction.** The rule of strict construction does not apply to the grant of Easement herein. The grants herein shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment of the parcels is carried out.

8. **Severability.** If any clause, sentence or other portion of the terms, conditions, covenants and restrictions of this instrument become illegal, null or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

9. **Captions.** The captions of this instrument are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this instrument and they shall not affect the interpretation hereof.

10. **Governing Law.** This instrument shall be construed and governed in accordance with Illinois law.

**In Witness Whereof,** Parcel 1 Owner and Parcel 2 Owner have hereunto set their hands and seals as of the day and year first above written.

**Parcel 1 Owner:**

**Parcel 2 Owner:**

407 North Elizabeth Street-1, L.L.C.

By: 

By: \_\_\_\_\_

Printed Name: William C Moran

Printed Name: \_\_\_\_\_

Its: President of Meritrish Corporation,  
Its Manager (Title)

Its: \_\_\_\_\_  
(Title)

Property of Cook County Clerk's Office

Parcel 1 Owner:

Parcel 2 Owner:

\_\_\_\_\_

*Zachary Burris* \_\_\_\_\_

By: \_\_\_\_\_

By: Zachary Burris, Carol Burris

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Title)

(Title)

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

State of Illinois )  
 ) ss.  
 County of Cook )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid,  
 DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the same person  
 whose name is subscribed as the \_\_\_\_\_ of \_\_\_\_\_  
 \_\_\_\_\_, appeared before me this day in person and acknowledged to me that he signed,  
 sealed and delivered the said instrument as the \_\_\_\_\_ of the \_\_\_\_\_  
 \_\_\_\_\_, as his free and voluntary act and the free and voluntary act of the \_\_\_\_\_  
 \_\_\_\_\_, pursuant to authority granted to him by the \_\_\_\_\_, pursuant to  
 authority granted him by the \_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
 Notary Public

My Commission expires: \_\_\_\_\_

State of Illinois )  
 ) ss.  
 County of Cook )

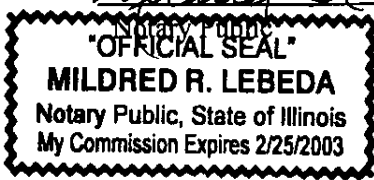
Carol Burris

I, Mildred R. Lebeda, a Notary Public in and for the County and State aforesaid,  
 DO HEREBY CERTIFY that Zachary Burris and <sup>share</sup> \_\_\_\_\_, personally known to me to be the same persons  
 whose name is subscribed as the owners of Parcel 2 in the foregoing  
document, appeared before me this day in person and acknowledged to me that he signed,  
 sealed and delivered the said instrument as the \_\_\_\_\_ of the \_\_\_\_\_  
 \_\_\_\_\_, as his free and voluntary act and the free and voluntary act of the  
\_\_\_\_\_, pursuant to authority granted to him by the \_\_\_\_\_, pursuant to  
 authority granted him by the \_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16<sup>th</sup> day of June, 1999.

Mildred R. Lebeda

My Commission expires: 2/25/03



# UNOFFICIAL COPY

State of Illinois )  
 ) ss.  
 County of Cook )

I, Katherine Megan Ross, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that William C Moran, personally known to me to be the same person whose name is subscribed as the \_\_\_\_\_ of \_\_\_\_\_, appeared before me this day in person and acknowledged to me that he signed, sealed and delivered the said instrument as the President of the Meritrich Corporation, as his free and voluntary act and the free and voluntary act of the \_\_\_\_\_, pursuant to authority granted to him by the \_\_\_\_\_, pursuant to authority granted him by the \_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16<sup>th</sup> day of June, 1999.

Katherine Megan Ross  
 Notary Public

My Commission expires: \_\_\_\_\_



State of Illinois )  
 ) ss.  
 County of Cook )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed as the \_\_\_\_\_ of \_\_\_\_\_, appeared before me this day in person and acknowledged to me that he signed, sealed and delivered the said instrument as the \_\_\_\_\_ of the \_\_\_\_\_, as his free and voluntary act and the free and voluntary act of the \_\_\_\_\_, pursuant to authority granted to him by the \_\_\_\_\_, pursuant to authority granted him by the \_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
 Notary Public

My Commission expires: \_\_\_\_\_

**Exhibit A****Legal Description****Parcel 1:**

THAT PART OF AN EAST-WEST 15 FOOT ALLEY IN BLOCK 1 IN HAMBLETON'S SUBDIVISION OF LOT E OF CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 6 OF SAID BLOCK 1 IN HAMBLETON'S SUBDIVISION; THENCE NORTH 89 DEGREES 56 MINUTES 52 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 6 AND IT'S WESTERLY EXTENSION, A DISTANCE OF 117.02 FEET TO A POINT; THENCE SOUTH 44 DEGREES 57 MINUTES 27 SECONDS WEST, A DISTANCE OF 19.77 FEET TO A POINT; THENCE NORTH 22 DEGREES 29 MINUTES 36 SECONDS WEST, A DISTANCE OF 16.24 FEET TO A POINT ON THE SOUTH LINE OF LOT 28 IN SAID BLOCK 1, 14.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 28; THENCE NORTH 44 DEGREES 57 MINUTES 27 SECONDS EAST, A DISTANCE OF 19.77 FEET TO A POINT ON THE EAST LINE OF SAID LOT 28, 14.0 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 29 DEGREES 56 MINUTES 52 SECONDS EAST ALONG A LINE 15.0 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 6 AND IT'S WESTERLY EXTENSION, A DISTANCE OF 123.20 FEET TO A POINT ON THE WEST LINE OF NORTH RACINE AVENUE, 15.0 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 00 DEGREES 08 MINUTES 15 SECONDS EAST ALONG THE WEST LINE OF SAID NORTH RACINE AVENUE, A DISTANCE OF 15.0 FEET OF THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: The East 1/2 of alley located at Kedzie & Racine

P.I.N.: 17-08-141-020-0000

**Exhibit B****Legal Description****Parcel 2:**

THAT PART OF AN EAST-WEST 15 FOOT ALLEY IN BLOCK 1 IN HAMBLETON'S SUBDIVISION OF LOT 3 OF CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 6 IN SAID BLOCK 1 IN HAMBLETON'S SUBDIVISION; THENCE NORTH 89 DEGREES 56 MINUTES 52 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 6 AND IT'S WESTERLY EXTENSION THEREOF, A DISTANCE OF 117.02 FEET; THENCE SOUTH 44 DEGREES 57 MINUTES 27 SECONDS WEST, A DISTANCE OF 19.77 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 89 DEGREES 56 MINUTES 52 SECONDS WEST, A DISTANCE OF 127.40 TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 19 IN SAID BLOCK 1; THENCE NORTH 00 DEGREES 08 MINUTES 15 SECONDS WEST, ALONG SAID NORTHERLY EXTENSION, A DISTANCE OF 15.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 33 IN SAID BLOCK 1; THENCE SOUTH 89 DEGREES 56 MINUTES 52 SECONDS EAST ALONG THE SOUTH LINE OF LOTS 28 TO 33 BOTH INCLUSIVE IN SAID BLOCK 1, A DISTANCE OF 121.22 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 28 THAT IS 14.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 28; THENCE SOUTH 22 DEGREES 29 MINUTES 36 SECONDS EAST, A DISTANCE OF 16.24 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: The West 1/2 of alley located at Kedzie & Racine

P.I.N.: 17-08-141-020-0000 & 17-08-141-021-0000