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LEFT-01 10/08/08 533-70
FILED WITH 0274 02/17/14 03/03/10
INDEXED BY #94-156308
COOK COUNTY RECORDER

GRANT OF EASEMENT

This EASEMENT GRANT is made between DANIEL SIMKOWSKI and ELAINE SIMKOWSKI (hereinafter referred to as "the Grantors") and RANDALL PATKE and SUSAN PATKE (hereinafter referred to as "the Grantees").

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

A. The Grantors are the owner of a tract of land described as follows and hereafter referred to as "Parcel 1":

The North 12 feet of Lot 3 and the South 28 feet of Lot 2 in, (except from all of said premises, the East 119 feet thereof), in Block 8 in Grayland, said Grayland being a subdivision of the North West quarter (except the 10 acres in the North East corner thereof) of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

B. The Grantees are the owner of a tract of land described as follows and hereafter referred to as "Parcel 2":

The East 119 feet of the North 12 feet of Lot 3 and the East 119 feet of the South 28 feet of Lot 2 in Block 8 in Grayland, said Grayland being a subdivision of the North West quarter (except the 10 acres in the North East corner thereof) of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian.

C. The Grantors wish to grant and the Grantees wish to receive an easement over, under and across that part of Parcel 1 as described on Exhibit A attached hereto and hereafter referred to as the "The Easement Premises".

D. Parcel 1 is presently improved with a building used for single-family residence and Parcel 2 is improved with buildings used for a single-family residence and garage.

Now, therefore, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, and covenants and restrictions are made;

1. GRANT OF EASEMENT. The Grantors hereby grant to the Grantees, their heirs and assigns, as an easement appurtenant to Parcel 2, a perpetual easement for ingress and egress over, under and across the Easement Premises, as described on Exhibit A attached hereto.

BJORK, TANZER & ASSOCIATES, LTD.
CIVIC OPERA BUILDING
20 N. WACKER DRIVE, Suite 2240
CHICAGO IL 60606

335
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13-22-18-187
3753 N. K. Hill
447

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13-22-18-187
3724 N. Lincoln
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7. USE OF EASEMENT PREMISES.

- a. Use of the Easement Premises is not confined to present uses of Parcel 2, the present buildings thereon, or present means of transportation.
- b. Ingress and egress shall include, but not be limited to, the parking of vehicles upon the easement premises for the purpose of loading and unloading vehicles. The parking shall be confined to as minimal a period of time as possible to accommodate the necessary loading or unloading.
- c. The installation or maintenance by the Grantees of pipes, conduits, or wires, under, upon or over the Easement Premises is forbidden except to the extent that pipes, conduits, or wires exist as of the date of this easement, in which case those pipes, conduits, or wires may be repaired or replaced, but only to the extent that they existed as of the date of this agreement.
- d. Exclusive use of the Easement Premises is hereby granted to Grantees, their heirs and assigns. Provided however that the use of the easement is limited to the uses indicated herein and the Grantees shall not have the right to allow nor allow any use of the easement to serve any other property than Parcel 2; and further provided that the Grantors shall have the right to use the easement premises so long as they do not interfere with the rights of the Grantees herein.

3. PAVING EASEMENT. Grantors and Grantees covenant that if either of them desires to improve the Easement Premises by blacktop or concrete, that the party desiring the improvement should be solely responsible for the cost therefore, and will obtain the consent of the other party, which cannot be unreasonably withheld. In the event that any changes or improvements to the easement are required to be made by any governmental authority, the required changes or improvements shall be made by the Grantees; and any attempts to contest any changes or improvements required by any governmental authority shall be the sole responsibility of the Grantees and at their sole cost.

4. WARRANTIES OF TITLE. Grantors warrant that they have good and indefeasible fee simple title to the Easement Premises.

5. TITLE INSURANCE AND ESCROW. Should Grantees so desire, they may apply forthwith for a title insurance policy insuring the easement hereby granted and Grantors will make available for inspection by the title company and evidence of title in their possession.

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6. RUNNING OF BENEFITS AND BURDENS. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and enure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

7. LIABILITY OF GRANTEES. The Grantees agree to hold harmless and indemnify Grantors for any damages, costs, expenses or any other liabilities arising from the use of the easement by Grantees, their heirs, assigns, successors, invitees, guests, tenants and personal representatives, and not the result of any act or omission by the Grantors, their heirs, assigns, successors, invitees, guests, tenants and personal representatives; and the Grantors agree to hold harmless and indemnify Grantees for any damages, costs, expenses or any other liabilities arising from the use of the easement by Grantors, their heirs, assigns, successors, invitees, guests, tenants and personal representatives, and not the result of any act or omission by the Grantees, their heirs, assigns, successors, invitees, guests, tenants and personal representatives.

8. TERMINATION OF COVENANT LIABILITY. Whenever a transfer of ownership of either parcel takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates, except that the Grantors herein remain liable for breaches of covenants of title set forth in Paragraph 5.

9. ATTORNEY'S FEES. Either party may enforce this instrument by appropriate action and should they prevail in such litigation, they shall recover as part of their costs a reasonable attorney's fee.

10. CONSTRUCTION. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a residential usable right of enjoyment on the Grantees is carried out.

11. NOTICE. Grantor's address is 3827 N. Kenneth, Chicago, Illinois 60641, and Grantee's address is 3724 N. Kenneth, Chicago, Illinois 60641. Either party may lodge written notice of change of address with the other. All notices shall be sent by U.S. Registered Mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

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12. RELEASE OF EASEMENT. The Grantees herein may terminate this instrument by recording a release in recordable form with directions for delivery of same to Grantors at their last address given pursuant hereto whereupon all future rights, duties, and liabilities hereby created shall terminate. For convenience such instrument may run to "the owner or owners and parties interested" in Parcel 1.

13. TERMINATION OF EASEMENT. The Grantors and Grantees covenant that this Grant of Easement shall terminate in the event that the present garage, or a replacement or improvement thereof, ceases to exist serving Parcel 2 for a period of six months or more and upon the filing of a termination of easement by the owners of Parcel 1; however, written notice by Grantors of their intent of same shall first be given to Grantees who shall then have thirty (30) days to take necessary and reasonable action to prevent termination of this easement.

IN WITNESS WHEREOF the Grantors and the Grantees have hereunto set their hands and seals this 12 day of May, 1994.

GRANTORS:
[Signature]
Daniel Siskowski
[Signature]
Elaine Siskowski

GRANTEES:
[Signature]
Randall Patke
[Signature]
Susan Patke

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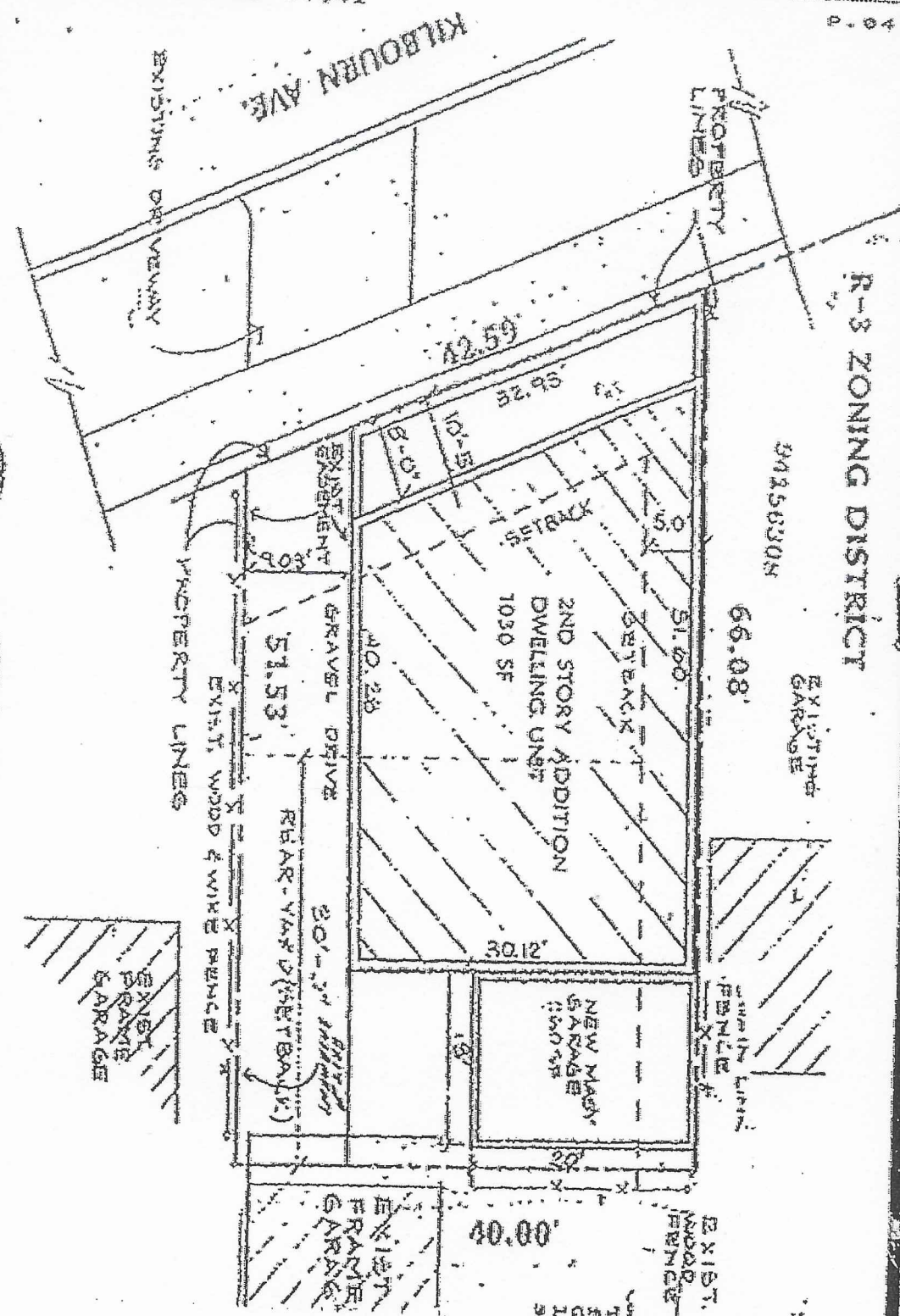
EXHIBIT 1111
PAGE 1 of 2

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SITE PLAN

T:10



R-3 ZONING DISTRICT

34258304

66.08'

2ND STORY ADDITION
DWELLING UNIT
1030 SF

NEW WASH
GARAGE
1150 SF

EXIST.
FRAME
GARAGE

EXIST.
GRAVEL
GARAGE

EXHIBIT "A"
Page 2 of 2

The Grant of Easement consists of the South 9.03 feet of the North 12 feet of Lot 3 and the South 28 feet of Lot 2 in, (except from all of said premises, the East 119 feet thereof), in Block 8 in Grayland, said Grayland being a Subdivision of the North West quarter (except the 10 acres in the North East corner thereof) of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

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TEL: JAN-14-94 FRI 11:34
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P.02
P.01

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CONCRETE DIVISION

RANDALL PATKE and SUSAN PATKE,
Plaintiffs,

v.

NO. 17 CE 01862

DANIEL SIDKOWSKI and ELAINE
SIDKOWSKI,
Defendants.

AGREED ORDER

THIS MATTER coming before the Court upon agreement between the parties represented by counsel and having entered into agreement, the court being fully advised in the premises and having jurisdiction herein,

IT IS HEREBY ORDERED:

1. That the Grant of Easement executed by the parties herein is attached hereto and made a part hereof and shall be binding upon the parties and their successor in title to their respective property; and

2. That this matter is dismissed with prejudice and all parties shall bear their own costs and expenses associated herewith.

FOR PLAINTIFFS:

BJORK, TUNGER & ASSOCIATES, LTD.

BY:

BJork, Tunger & Associates, Ltd.
20 N. Wacker Dr., #2200
Chicago, IL 60604
312-336-6988
Atty. No. 1374
192-2631

FOR DEFENDANTS:

WIGODA & WIGODA

BY:

[Handwritten signature]
GARY WIGODA

ENTERED
JAN 18 1994
T. O'BRIEN 139

WATSON

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2-17-94

1.