

**ORDINANCE NO. 4-2021**

**AN ORDINANCE OF THE VILLAGE OF EVERGREEN PARK  
APPROVING A FIRST AMENDMENT TO NON-EXCLUSIVE  
PARKING EASEMENT DEDICATION FOR THE BENEFIT OF  
WU&TRAN REAL ESTATE LLC**

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Evergreen Park, Cook County, Illinois, as follows:

**Section 1**

That the First Amendment to Non-Exclusive Parking Easement Dedication, in substantially the form attached hereto, is hereby approved and accepted by the Village of Evergreen Park. The Mayor and Village Clerk hereby authorized to execute said First Amendment.

**Section 2**

This ordinance shall be immediately in full force and effect after passage and approval.

This ordinance was passed and deposited in the office of the Village Clerk of the Village of Evergreen Park this 19<sup>th</sup> day of April, 2021.



*Catherine T. Aparo*

CATHERINE T. APARO, Village Clerk

APPROVED by me this 19<sup>th</sup>  
day of April, 2021.

*James J. Sexton*  
JAMES J. SEXTON, Mayor

**THIS DOCUMENT WAS  
PREPARED BY AND AFTER  
RECORDING RETURN TO:**

Vincent Cainkar  
Louis F. Cainkar, Ltd.  
6215 West 79<sup>th</sup> Street, Suite 2A  
Burbank, Illinois 60459

Above Space for Recorder's Use

**FIRST AMENDMENT TO  
NON-EXCLUSIVE PARKING EASEMENT DEDICATION**

**THIS FIRST AMENDMENT TO NON-EXCLUSIVE PARKING EASEMENT DEDICATION ("Amendment")** is made this \_\_\_ day of March, 2021, by the **VILLAGE OF EVERGREEN PARK**, a municipal corporation duly organized under the laws of the State of Illinois (the "**Grantor**") for the benefit of **WU&TRAN REAL ESTATE LLC**, a limited liability company duly organized under the laws of the State of Illinois (the "**Grantee**").

**WITNESSETH:**

WHEREAS, Grantor entered into that certain Non-Exclusive Parking Easement Dedication for the benefit of Grantee, dated as of September 6, 2016 and recorded with the Cook County Recorder of Deeds on October 26, 2016 as Document 1630113044 (the "Parking Easement"); and

WHEREAS, Grantor is the owner of the Village Parking Lot more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Grantee has acquired additional property adjacent to the Village Parking Lot as more particularly described on Exhibit B attached hereto and incorporated herein by reference ("Adjacent Parcel"); and

WHEREAS, Grantor has agreed to amend the Parking Easement in the manner more specifically set forth herein to grant the Adjacent Parcel certain ingress, egress and parking easements over the Village Parking Lot, among other things, as more particularly described herein.

NOW THEREFORE, Grantor hereby agrees as follows:

1. Recitals; Defined Terms. The foregoing recitals are hereby acknowledged by reference. Any capitalized terms used in this Amendment shall, unless otherwise specifically

provided herein, have the same meaning as those terms are defined to have in the Parking Easement.

2. Grant of Additional Easement. The Grantor does hereby dedicate a perpetual, non-exclusive easement appurtenant to the Adjacent Parcel for ingress and egress and parking, over, across and upon the Village Parking Lot (the "Adjacent Parcel Non-Exclusive Parking Easement") for the mutual benefit of the owners and assigns of the Adjacent Parcel, including their agents, customers and invitees.

The Grantor shall, in a reasonable manner, supervise, operate, manage, maintain and keep in good, safe and orderly repair the Adjacent Parcel Non-Exclusive Parking Easement at no charge to Grantee, and shall keep the Adjacent Parcel Non-Exclusive Parking Easement and the Adjacent Parcel clear and reasonably free of snow, ice, rubbish and obstructions of every nature. The Grantor shall also keep the Adjacent Parcel Non-Exclusive Parking Easement in full use and operation as a parking lot.

The Grantee shall have perpetual access to the Adjacent Parcel Non-Exclusive Parking Easement from one or more driveways on 95<sup>th</sup> Street.

All of the provisions of this Amendment, including the benefits and burdens set forth herein, shall run with the land, are binding upon, and shall inure to the benefit of the successors and assigns of the owner of the Adjacent Parcel and to the burden of the successors and assigns of the Village Parking Lot. This Amendment shall in no event be construed to limit or otherwise reduce the easements and other rights previously granted by Grantor to the Development Parcel

Except as set forth in this Amendment, no other amendments are made to the Parking Easement and the parties hereby acknowledge and agree that the Parking Easement remains in full force and effect.

The Grantor shall carry liability insurance with respect to the ownership and operations of the Adjacent Parcel Non-Exclusive Parking Easement and the Grantee shall also carry liability insurance with respect to its operations and parking on the Adjacent Parcel Non-Exclusive Parking Easement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the Village of Evergreen Park has caused this First Amendment to Non-Exclusive Parking Easement Dedication to be executed as of the day and year first above written.

**GRANTOR:**            **VILLAGE OF EVERGREEN PARK,**  
                                 an Illinois municipal corporation

By: \_\_\_\_\_  
                 James J. Sexton, Mayor

Attest: \_\_\_\_\_  
                 Catherine T. Aparo, Village Clerk

STATE OF ILLINOIS        )  
                                          )SS.  
COUNTY OF COOK        )

On this \_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, appeared James J. Sexton, Mayor, and Catherine T. Aparo, Village Clerk, to me personally known, who, being by me duly sworn, did execute this Non-Exclusive Parking Easement Dedication on behalf of the Village of Evergreen Park, and acknowledged said Non-Exclusive Parking Easement Dedication was the free and voluntary act of the Village of Evergreen Park.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

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

EXHIBIT A

LEGAL DESCRIPTION OF VILLAGE PARKING LOT

THE WEST 80 FEET OF THE NORTH 125 FEET OF THE SOUTH 175 FEET OF THE EAST  
½ OF THE WEST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼  
OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.           24-01-326-040  
                  24-01-326-046  
                  24-01-326-047

Common Address: 2942-2946 West 95<sup>th</sup> Street, Evergreen Park, Illinois

EXHIBIT B

LEGAL DESCRIPTION OF ADJACENT PARCEL

LOTS 3, 4, AND 5 IN AUGUST SIEGLE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.           24-01-325-035  
                  24-01-325-036  
                  24-01-325-037

Common Address: 3020 West 95<sup>th</sup> Street, Evergreen Park, Illinois