

# UNOFFICIAL COPY

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ST5107844



Doc#: 0836526007 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/30/2008 08:13 AM Pg: 1 of 7

## DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT ("Declaration") is made this 19th day of December, 2008, by ATG Trust Company, not individually or personally, but solely as Trustee under Trust Agreement dated October 29, 2008, known as Trust Number L 008-1842 (the "Land Trust") and The Villas of Glen Park, L.L.C., an Illinois limited liability company (the "Beneficiary" and together with the Land Trust being collectively referred to herein as the "Developer"), having its principal office at 1255 Admiral Court, Glenview, Illinois 60026, under the following circumstances:

A. Developer is the owner of the real property located in the Village of Glenview, County of Cook and State of Illinois, being more particularly described in Exhibit A attached hereto and made a part hereof (the "Villas of Glen Park Parcel") by virtue of a deed recorded with the Recorder of Cook County, Illinois as document number 0836526003

B. Developer intends to build and construct a condominium project in conformance with the rules, regulations, and building requirements of the Village of Glenview, which project was approved by the Village of Glenview's Board of Trustees by unanimous vote on December 10, 2008.

C. Developer desires to create utility and access easements in this Declaration in order that the improvements now or hereafter located thereon (the "Condominium Improvements") shall have ingress and egress to and from public right of ways.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer hereby declares and agrees as follows:

1. Developer does hereby reserve, establish and create for the benefit of the general public and in favor of the contemplated development non-exclusive easements and rights on, over, across and under the portions of the Villas of Glen Park Parcel described on Exhibit B attached hereto and made a part hereof

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as the "Easements Areas" to provide unobstructed vehicular and pedestrian access, ingress and egress to and from public rights of way. All public and private utilities serving the property are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the property for the purpose of providing utility services to the real estate. The County, Municipality and any other governmental authority which has jurisdiction over the real estate or which undertakes to provide services to the real estate are hereby granted and reserved access easements for ingress and egress to, over and across the property for the purpose of providing any such services.

2. No obstructions such as gates or fences or other improvements shall be placed on Parcel B in such a manner as to prevent access to the Villas of Glen Park Parcel created herein or prevent the ability to use such easement for their intended purposes.

3. This Declaration shall be governed by and construed in accordance with the laws of the State of Illinois. If any provisions or portions hereof or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder or the applications of such provisions or portions thereof to any other person or circumstances shall not be affected thereby, and each remaining provision of this Declaration of Easement shall be valid and enforceable to the fullest extent permitted by law.

4. The easements contained herein shall be binding upon and run with the land as to the Villas of Glen Park Parcel and inure to the benefit of the current and any future owners or tenants of the Villas of Glen Park Parcel. The easement created under this Declaration of Easement shall not be terminated by merger as a result of the current or future condominium ownership of the Villas of Glen Park Parcel.

5. No agreement shall be effective to add to, change, modify, waive, or discharge this Declaration of Easement in whole or in part, unless such agreement is in writing and signed by all owners of the Villas of Glen Park Parcel and the Developer.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the day and year first above written.

PERMANENT INDEX NUMBER: 04-28-400-006-0000

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ATG TRUST COMPANY, not  
Individually or personally, but as  
Trustee under T/A dtd 10/29/2008  
a/k/a Trust # L008-182

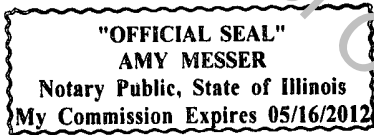
VILLAS OF GLEN PARK, L.L.C.,  
an Illinois limited liability company

By: *Peggy Peters*  
Print: PEGGY PETERS  
Its: Vice President

By: *Peter R. Canalia*  
Print: Peter R. Canalia  
Its: Manager

STATE OF ILLINOIS )  
) ss:  
COOK COUNTY )

The foregoing instrument was acknowledged before me this 19 day of  
December, 2008, by Peter R. Canalia as its  
of the Villas of Glen Park, L.L.C., an Illinois limited  
liability company, on behalf of such limited liability company.

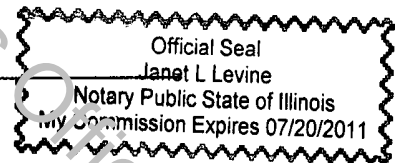


*Amy*  
NOTARY PUBLIC

STATE OF ILLINOIS )  
Lake ) ss:  
~~COOK~~ COUNTY )

The foregoing instrument was acknowledged before me this 19th day of  
December, 2008, by PEGGY PETERS, as its  
Vice President of ATG Trust Company, not individually or personally,  
but as Trustee under Trust Agreement dated October 29, 2008, known as Trust  
Number L 008-182.

*Janet L. Levine*  
NOTARY PUBLIC



**This document prepared by:**  
Peter B. Canalia  
Law Offices of Peter B. Canalia  
18525 S. Torrence Ave., Ste. E-2  
Lansing, IL 60438

**Mail recorded document to:**  
Peter B. Canalia  
Law Offices of Peter B. Canalia  
18525 S. Torrence Ave., Ste. E-2  
Lansing, IL 60438

Exoneration provision restricting  
any liability of ATG Trust Company  
either attached on the reverse side  
hereof or attached hereto,  
is incorporated herein.

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## EXHIBIT A TO DECLARATION OF EASEMENT

PARCEL 1: THE NORTH 384.0 FEET (EXCEPT THE WEST 879.25 FEET THEREOF AND EXCEPT THAT PART TAKEN FOR LAKE AVENUE) OF THE WEST 30 ACRES OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF GLENVIEW, IN COOK COUNTY, ILLINOIS, TAKEN AS A TRACT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 02 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 52 MINUTES 45 SECONDS EAST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF SAID TRACT, A DISTANCE OF 113.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 16 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 106.56 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 45 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF SAID TRACT, A DISTANCE OF 113.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 16 SECONDS WEST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 106.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 384.0 FEET (EXCEPT THE WEST 879.25 FEET THEREOF AND EXCEPT THAT PART TAKEN FOR LAKE AVENUE) OF THE WEST 30 ACRES OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF GLENVIEW, COOK COUNTY, ILLINOIS, TAKEN AS A TRACT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT: THENCE SOUTH 00 DEGREES 2 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 116.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 52 MINUTES 45 SECONDS EAST ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF SAID TRACT, A DISTANCE OF 113 FEET; THENCE SOUTH 00 DEGREES 2 MINUTES 16 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE 91.35 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 45 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF SAID TRACT, A DISTANCE OF 113 FEET; THENCE NORTH 00 DEGREES 2 MINUTES 16 SECONDS WEST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 91.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT A TO DECLARATION OF EASEMENT - CONTINUED

PARCEL 3: THE NORTH 384.0 FEET (EXCEPT THE WEST 879.25 FEET THEREOF AND EXCEPT THAT PART TAKEN FOR LAKE AVENUE) OF THE WEST 30 ACRES OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF GLENVIEW, IN COOK COUNTY, ILLINOIS, TAKEN AS A TRACT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 02 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 207.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 52 MINUTES 45 SECONDS EAST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF SAID TRACT, A DISTANCE OF 113.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 16 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 136.09 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 45 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF SAID TRACT, A DISTANCE OF 113.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 16 SECONDS WEST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 136.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

KNOWN AS PART OF 3111 WEST LAKE AVENUE, GLENVIEW, ILLINOIS 60026  
PERMANENT INDEX NUMBER: 04-28-400-006-0000

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## EXHIBIT B TO DECLARATION OF EASEMENT

LEGAL DESCRIPTION FOR EASEMENT FOR INGRESS, EGRESS AND DRIVEWAY  
THE NORTH 384.0 FEET (EXCEPT THE WEST 879.25 FEET THEREOF AND EXCEPT  
THAT PART TAKEN FOR LAKE AVENUE) OF THE WEST 30 ACRES OF THE  
NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 42 NORTH,  
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF  
GLENVIEW, IN COOK COUNTY, ILLINOIS, TAKEN AS A TRACT, MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00  
DEGREES 02 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF SAID  
TRACT, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 45  
SECONDS EAST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF SAID  
TRACT, A DISTANCE OF 3.55 FEET TO THE POINT OF BEGINNING; CONTINUING,  
ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF SAID TRACT, A  
DISTANCE OF 24.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 16 SECONDS  
EAST, ALONG A LINE BEING PARALLEL WITH WEST LINE OF SAID TRACT, A  
DISTANCE OF 197.91 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 45  
SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF SAID  
TRACT, A DISTANCE OF 24.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 16  
SECONDS WEST, ALONG A LINE BEING PARALLEL WITH WEST LINE OF SAID  
TRACT, A DISTANCE OF 197.91 TO THE POINT OF BEGINNING, IN COOK COUNTY,  
ILLINOIS.

KNOWN AS PART OF 3111 WEST LAKE AVENUE, GLENVIEW, ILLINOIS 60026  
PERMANENT INDEX NUMBER: 04-28-400-006-0000

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## General Exculpatory Clause -- Miscellaneous Instruments

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against ATG Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.