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Cook County Recorder of Deeds
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Document prepared by:
David A. Grossberg
SCHIFF HARDIN LLP
6600 Sears Tower
Chicago, Illinois 60606

After recording return to:
SCHIFF HARDIN LLP

BOX 408

This Space Reserved for Recorder Only

ABROGATION OF CERTAIN EXISTING EASEMENTS AND EASEMENT AGREEMENT

THIS ABROGATION OF CERTAIN EXISTING EASEMENTS AND EASEMENT AGREEMENT ("**Agreement**") is made as of the 8th day of October, 2009, by and among Katherine Hazelwood and Todd Kaplan (together, "**Lot 100 Owner**"), David B. Golder and Carol W. Golder (together, "**Lot 101 Owner**") and John A. Hazelwood and Anne M. Hazelwood (together, "**Lot 3 Owner**"). Lot 100 Owner, Lot 101 Owner and Lot 3 Owner are each an "**Owner**" and collectively, the "**Owners**".

RECITALS

Lot 100 Owner owns the real estate legally described on Exhibit A attached hereto and hereby made a part hereof ("**Lot 100**"). Lot 101 Owner owns the real estate legally described on Exhibit B attached hereto and hereby made a part hereof ("**Lot 101**"). Lot 3 Owner owns the real estate legally described on Exhibit C attached hereto and hereby made a part hereof ("**Lot 3**"). Lot 100, Lot 101 and Lot 3 are, collectively, the "**Lots**".

Lot 100 Owner and Lot 101 Owner wish to abrogate certain existing easements for ingress and egress as hereinafter provided, but not abrogating the newly created easement, 20 feet in width, for ingress and egress over a portion of Lot 101 (the "**Easement Parcel**") for the benefit of Lot 100 and Lot 3, which easement is generally depicted on the plat of resubdivision for the Kaplan-Hazelwood Resubdivision recorded immediately prior to this document (the "**New Plat**"). The Easement Parcel consists of the portion of such 20 foot easement located on Lot 101.

Lot 100 Owner and Lot 3 Owner wish to accept the benefits and obligations associated with the Easement Parcel in accordance with the provisions hereof.

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AGREEMENT

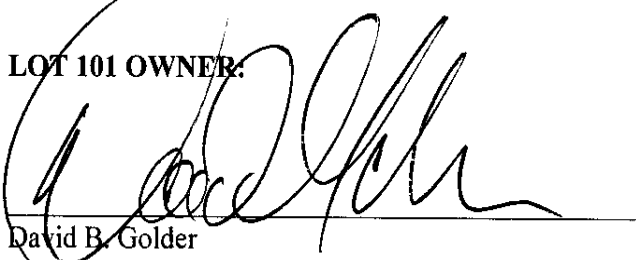
NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto stipulate, covenant and agree as follows:

1. The recitals hereinbefore contained are incorporated herein by reference.
2. Lot 100 Owner and Lot 101 Owner hereby abrogate existing easements for ingress and egress established by the plat of subdivision for Trudeau's Subdivision recorded June 6, 1952 with the Cook County Recorder as Document No. 15359263 (the "**Trudeau Plat**") and that certain Declaration of Easement made by Lot 100 Owner as of October 30, 2002 and recorded in the office of the Cook County Recorder on February 10, 2003 as Document No. 0030198419.
3. Lot 100 Owner and Lot 101 Owner hereby acknowledge that the 30-foot easement for utilities shown on the Trudeau Plat is not modified by this Agreement and remains in full force and effect.
4. Lot 101 Owner acknowledges that a non-exclusive easement for ingress and egress was created and granted by the New Plat over and upon the Easement Parcel for the benefit of the owners of Lot 100 and Lot 3 from time to time and their successors and assigns, and the Easement Parcel shall be held, conveyed, occupied, and encumbered subject to such easement which is attached to and constitutes a covenant running with the land.
5. The Owners agree that the cost of maintenance, repair and replacement (the "**Costs**") of the paved driveway (Scott Lane) in the Easement Parcel (the "**Driveway**") shall be divided equally among the Owners, with each Owner responsible for one-third of the Costs. Routine maintenance and repair of the Driveway shall include, but not be limited to, making minor repairs, filling cracks and potholes in the pavement, seal coating, snow plowing and salting ("**Routine Maintenance**"). All decisions regarding Routine Maintenance shall be at the reasonable discretion of Lot 101 Owner, who shall invoice Lot 100 Owner and Lot 3 Owner for their respective shares of the Costs as incurred. Lot 100 Owner and Lot 3 Owner shall reimburse Lot 101 Owner within thirty (30) days of receipt of such invoice. Decisions regarding major repair or replacement of the Driveway ("**Major Repairs**") shall require the unanimous consent of the Owners. In the case of Major Repairs, Lot 100 Owner and Lot 3 Owner shall prepay their respective portions of the Costs to Lot 101 Owner, who will be responsible for the implementation of such Major Repairs. For purposes hereof "Major Repairs" shall refer to Driveway repairs or replacement that either (i) cost \$2,500.00 or more or (ii) involve replacing fifty percent (50%) or more of the surface area of the Driveway.
6. Each Owner agrees to maintain homeowners general liability insurance in commercially reasonable amounts (but not less than \$1,000,000 per occurrence) for their respective Lots at all times during the term of this Agreement. Promptly following the written request of an Owner (which said request will not be made more than two (2) times per calendar year), each Owner receiving such request will deliver to the requesting Owner an insurance certificate confirming the foregoing coverage is in effect.
7. If a dispute resulting in litigation arises between the parties hereto with respect to the enforcement of this Agreement, the non-prevailing party or parties will pay to the prevailing party or parties all of its or their costs and fees, including reasonable attorneys' fees, associated therewith.

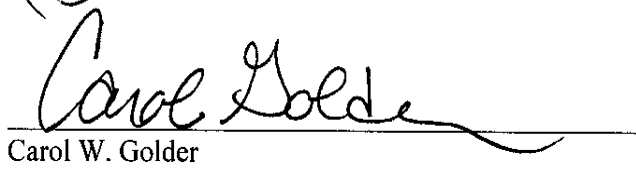
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IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

LOT 101 OWNER:



David B. Golder



Carol W. Golder

Property of Cook County Clerk's Office

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)SS
COUNTY OF Cook)

I, the undersigned a Notary Public in and for said County and State, do hereby certify that David B. Golder and Carol W. Golder, who are personally known 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 each such person signed and delivered said instrument as such person's free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of July, 2009.



Notary Public
OFFICIAL SEAL
KEITH ROSS
Notary Public - State of Illinois
(SEAL) My Commission Expires Dec 01, 2010

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IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

LOT 100 OWNER:

Katherine Hazelwood
Katherine Hazelwood

Todd Kaplan
Todd Kaplan

Property of Cook County Clerk's Office

ACKNOWLEDGMENTS

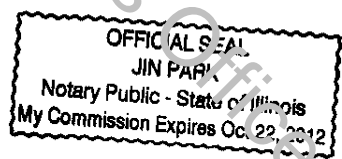
STATE OF IL)
)SS
COUNTY OF COOK)

I, the undersigned a Notary Public in and for said County and State, do hereby certify that Katherine Hazelwood and Todd Kaplan, who are personally known 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 each such person signed and delivered said instrument as such person's free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of July, 2009.

Jin Park
Notary Public

(SEAL)



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IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

LOT 3 OWNER:

John A. Hazelwood
John A. Hazelwood

Anne M. Hazelwood
Anne M. Hazelwood

ACKNOWLEDGMENTS

STATE OF WI)
)SS
COUNTY OF Ozaukee)

I, the undersigned a Notary Public in and for said County and State, do hereby certify that John A. Hazelwood and Anne M. Hazelwood, who are personally known 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 each such person signed and delivered said instrument as such person's free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of July, 2009.

Eileen M. Krutz
Notary Public
Expires 10/21/12

(SEAL)

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EXHIBIT A

LEGAL DESCRIPTION OF LOT 100

LOT 100 IN KAPLAN-HAZELWOOD RESUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 05-17-110-002-0000
05-17-110-033-0000
05-17-110-019-0000 (portion only)
05-17-110-020-0000 (portion only)

COMMON ADDRESS: 270 SCOTT AVENUE, GLENCOE, ILLINOIS 60022

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EXHIBIT B

LEGAL DESCRIPTION OF LOT 101

LOT 101 IN KAPLAN-HAZELWOOD RESUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 05-17-110-019-0000 (portion only)
05-17-110-020-0000 (portion only)

COMMON ADDRESS: 254 SCOTT AVENUE, GLENCOE, ILLINOIS 60022

Property of Cook County Clerk's Office

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EXHIBIT C

LEGAL DESCRIPTION OF LOT 3

LOT 3 IN TRUDEAU'S SUBDIVISION OF PART OF LOT 4 (EXCEPT THE EAST 25 FEET THEREOF) IN THE GROVE BLOCK OF JARED GAGE'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 05-17-110-021-0000

COMMON ADDRESS: 260 SCOTT AVENUE, GLENCOE, ILLINOIS 60022

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CONSENT OF MORTGAGEE – LOT 101

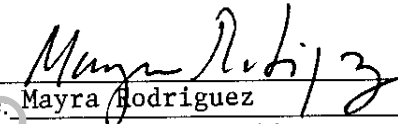
JP Morgan Chase Bank, N.A., as successor by merger to Bank One, N.A., holder of a note secured by a mortgage on Lot 101 recorded with the Recorder of Deeds of Cook County, Illinois, on June 18, 2004 as Document No. 0417042399, hereby consents to the execution of and recording of the foregoing Agreement, and hereby agrees that the aforesaid loan documents are subject and subordinate to the provisions thereof, but reserves for itself and its successors and assigns the rights and privileges of a first mortgagee under and pursuant to the terms and conditions of the foregoing Agreement.

IN WITNESS WHEREOF, JP MORGAN CHASE BANK, N.A. has caused this instrument to be signed by its duly authorized officer(s) on its behalf on this 10th day of June, 2009.

JP MORGAN CHASE BANK, N.A.

By: 
Name: Charita A. Raganas
Title: Asst. Vice President


Attest:

By: 
Name: Mayra Rodriguez
Title: Asst. Vice President

STATE OF Florida)
)SS
COUNTY OF Hillsborough)

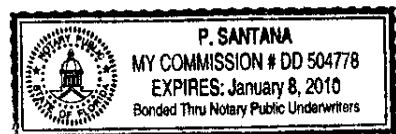
I, the undersigned a Notary Public in and for said County and State, do hereby certify that Charita A. Raganas, as Asst. Vice President of JP MORGAN CHASE BANK, N.A., and Mayra Rodriguez, as Asst. Vice President of JP MORGAN CHASE BANK, N.A., each of whom is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's free and voluntary act, and as the free and voluntary act of such entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of June, 2009


Priscilla Santana

Notary Public

(SEAL)

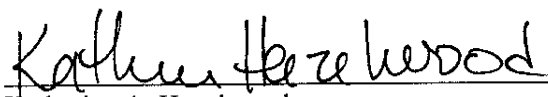


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CONSENT OF MORTGAGEE – LOT 3

Katherine A. Hazelwood and Todd P. Kaplan, holders of a note secured by a mortgage on Lot 3 recorded with the Recorder of Deeds of Cook County, Illinois, on December 13, 2005 as Document No. 0534755056, hereby consent to the execution of and recording of the foregoing Agreement, and hereby agree that the aforesaid loan documents are subject and subordinate to the provisions thereof, but reserve for themselves and their successors and assigns the rights and privileges of a first mortgagee under and pursuant to the terms and conditions of the foregoing Agreement.

IN WITNESS WHEREOF, Katherine A. Hazelwood and Todd P. Kaplan have caused this instrument to be signed on this 7th day of July, 2009.

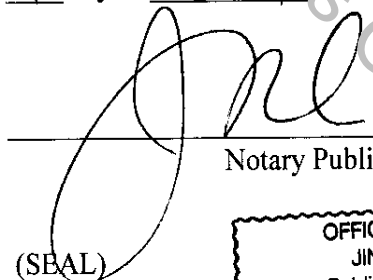

Katherine A. Hazelwood

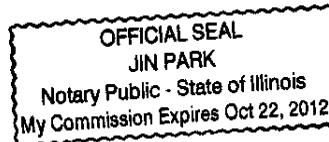

Todd P. Kaplan

STATE OF IL)
COUNTY OF COOK)SS

I, the undersigned a Notary Public in and for said County and State, do hereby certify that Katherine A. Hazelwood and Todd P. Kaplan, who are personally known 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 each such person signed and delivered said instrument as such person's free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of JULY, 2009.


Notary Public



(SEAL)