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Doc#: 0928945065 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/16/2009 11:17 AM Pg: 1 of 7

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After recording return to:
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BOX 408

This Space Reserved for Recorder Only

EASEMENT AGREEMENT

THIS 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**"), and John A. Hazelwood and Anne M. Hazelwood (together, "**Lot 3 Owner**"). Lot 100 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 3 Owner owns the real estate legally described on Exhibit B attached hereto and hereby made a part hereof ("**Lot 3**").

A portion of Lot 100 is subject to an easement, 20 feet in width, for ingress and egress over a portion of Lot 100 (the "**Easement Parcel**") for the benefit of 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**").

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

AGREEMENT

NOW, THEREFORE, Lot 100 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 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.

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The Owners agree that the cost of maintenance, repair and replacement (the "Costs") of the paved driveway in the Easement Parcel (the "**Driveway**") shall be divided between the Owners, with Lot 100 Owner responsible for two-thirds and Lot 3 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 100 Owner, who shall invoice Lot 3 Owner for its share of the Costs as incurred. Lot 3 Owner shall reimburse Lot 100 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 3 Owner shall prepay its portion of the Costs to Lot 100 Owner, who will be responsible for the implementation of such Major Repairs.

If a dispute resulting in litigation arises between the parties hereto with respect to the enforcement of this Agreement, the non-prevailing party will pay to the prevailing party all of its or their costs and fees, including reasonable attorneys' fees, associated therewith.

[signature pages follow]

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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

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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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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)

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EXHIBIT B

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 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

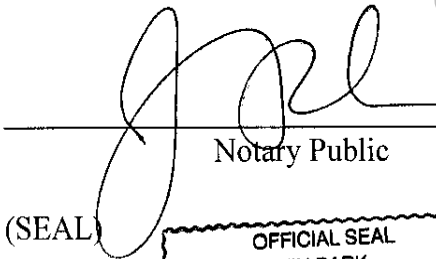


Todd P. Kaplan

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)

