



Doc#: 1114350010 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/23/2011 02:43 PM Pg: 1 of 4

This instrument was prepared  
by and after recording should  
be returned to:

Robert D Tepper  
Schenk, Annes, Brookman & Tepper, Ltd.  
311 S. Wacker Dr., Suite 5125  
Chicago, Illinois 60606-6622

## FIRST AMENDMENT OF EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT ("Amendment") is made and entered into as of the \_\_\_\_\_ day of March, 2011 between Chicago Title Land Trust Company, as Trustee of Land Trust No. 27567 ("Trust No. 27567"), and Chicago Title Land Trust Company, as Trustee of Land Trust No. 3467 ("Trust No. 3467"), as parties to a certain Easement Agreement between them dated June 30, 1986, which was previously recorded as document No. 86285697 in Cook County, Illinois ("Easement Agreement"). Trust No. 27567, and Trust No. 3467 are sometimes collectively referred to as the "Parties", and individually as a "Party". The Parties hereby agree as follows:

1. Paragraph 3 of the Easement Agreement is hereby deleted in its entirety and replaced with the following:

### **(3) Maintenance**

(a) The Parties hereto agree that driveway improvements ("Driveway Improvements") as referred to in the Easement Agreement refer to that portion of the Parties' properties improved as a driveway that adjoin and abut each other and run parallel along the east/west line between the properties which is bordered by the northernmost edge of the Trust No. 27567 building and the southernmost edge of the Trust No. 3467 building, along the property line between the Parties' properties from the east boundary to the west boundary, with measures approximately thirteen (13) feet by sixty (60) feet for each portion thereof, all excluding parking stalls.

(b) The Parties hereto agree to maintain their respective portion of the Driveway Improvements in a usable, neat and uniform manner so that the overall appearance of the Driveway Improvements is of one driveway. Each party will at its sole cost and expense operate, maintain, repair, light and keep free of snow and ice its respective portion of the Driveway Improvements and remove ice and snow on a prompt and timely basis.

(c) The Parties agree to share the cost of routine maintenance and extraordinary repairs to the Driveway Improvements but only if the Parties have

# UNOFFICIAL COPY

agreed in advance after written notice to share such costs which may include but are not limited to seal coating, major repairs such as the removal, excavation and replacement of asphalt surface necessary to access utility work for either of the Parties' buildings or the rebuilding of the Driveway Improvements, all collectively defined as "Shared Costs." Shared Costs will be paid in the following percentages: the Trust No. 27567 Property will be responsible for payment of sixty-one percent (61%) and the Trust No. 3467 Property will be responsible for payment of thirty-nine percent (39%) of the Shared Costs.

(d) Written notice of intent to perform or incur any Shared Costs by either Party to this Easement Amendment shall be given to the other Party at the addresses below their signature lines herein. The parties agree to notify the other, in writing, as to any change of address or property transfer, for notice purposes, and will use these addresses for all correspondence relative to this Amendment and the subject Easement Agreement.

(e) If after providing written notice of intent to perform as defined above in paragraph 3(d), the Party who has received notice does not provide written consent to the repairs or object in writing within seven (7) days after receipt of such written notice, the Notifying Party shall have the right to perform such required repairs and the other Party shall be legally liable for their percentage share of such repair costs as defined above in paragraph 3(c) and outstanding monies shall be paid directly to the notifying Party.

(f) In the event that any damage occurs to the Driveway Improvements due to the negligence of any person who uses or has used the driveway improvement pursuant to the authority of either Party hereto, the Party granting such authority to use shall be liable for the cost to repair such damage.

(g) In the event that any repairs or improvements to the Driveway Improvements or any portion of any repairs or improvements to the Driveway Improvements are for the sole benefit of either Party, the Party shall be responsible for the cost and expense of those repairs or improvements.

2. Definition of Terms. As used herein, all terms not specifically defined herein shall have the same meaning as set forth in the Easement Agreement.

3. Agreement in full force and effect. Except as specifically modified hereby, the Easement Agreement shall remain in full force and effect and unmodified.

4. Effective Date. This First Amendment to the Easement Agreement shall become effective upon recordation.

**IN WITNESS WHEREOF**, the undersigned have executed this First Amendment to the Easement Agreement as of the date first above written.

**[SIGNATURE PAGE FOLLOWS]**

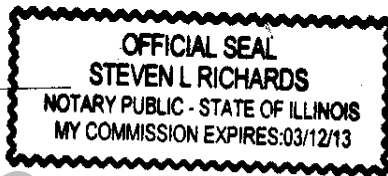
# UNOFFICIAL COPY

GEORGE AMEND, as the sole beneficiary of Land Trust No. 27567, to which Chicago Title Land Trust Company is the acting Trustee,

By: [Signature] 2020 Lehigh Avenue  
Its: Glenview, IL 60026

SUBSCRIBED and SWORN to before me  
this 23rd day of March, 2011

[Signature]  
Notary Public

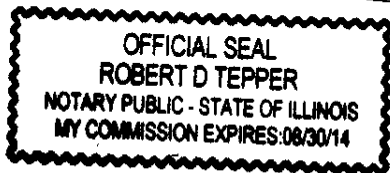


Duxler, LLC, an Illinois limited liability company, as the sole beneficiary of Land Trust No. 3467, to which Chicago Title Land Trust Company is the acting Trustee,

By: [Signature] c/o Duxler Properties  
Its: Manager 40 East Chicago Avenue, #164  
Chicago IL 60611

SUBSCRIBED and SWORN to before me  
this 19 day of March, 2011 MM 2011

[Signature]  
Notary Public



**UNOFFICIAL COPY**

THAT PART OF BLOCK 3, IN VALLEY LO-UNIT 4, BEING A SUBDIVISION IN SECTION 23 AND 26, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF A STRAIGHT LINE DESCRIBED AS FOLLOWS: BEGINNING ON THE EASTERLY LINE OF SAID BLOCK 3, (BEING ALSO THE WESTERLY LINE OF WAUKEGAN ROAD) AT A POINT 263.94 FEET NORTHERLY OF THE SOUTH EAST CORNER THEREOF AND RUNNING; THENCE WESTWARDLY PERPENDICULAR TO SAID EASTERLY LINE OF BLOCK 3, A DISTANCE OF 232.59 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF BLOCK 3 AFORESAID, IN COOK COUNTY, ILLINOIS; CONTAINING 37,398 SQUARE FEET (0.8585 ACRES) OF LAND, MORE OR LESS.

PROPERTY ADDRESS: 2200 WAUKEGAN ROAD  
GLENVIEW, IL60025

P.L.N. 04-23-401 043

Property of Cook County Clerk's Office

04051851