

UNOFFICIAL COPY



1333939042

Document prepared by and
when recorded return to:

Doc#: 1333939042 Fee: \$68.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/05/2013 09:54 AM Pg: 1 of 16

Richard H. Levy
Fisk Kart Katz & Regan, Ltd.
77 W Washington St.
Suite 900
Chicago, IL 60602

ABROGATION OF EASEMENT AND CREATION OF EASEMENT FOR CONSTRUCTION, ACCESS, AND MAINTENANCE

THIS ABROGATION OF EASEMENT AND CREATION OF EASEMENT FOR CONSTRUCTION, ACCESS, AND MAINTENANCE AGREEMENT (the "Agreement") is made as of this 20th day of November, 2013, by and between WOODLANDS OF MORTON GROVE CONDOMINIUM ASSOCIATION ("Woodlands") and LEXINGTON STATION, LLC, an Illinois limited liability company ("Lexington").

The following recitals of fact are a material part of this Agreement:

A. That certain parcel of land in the Village of Morton Grove (the "Village"), County of Cook and State of Illinois which is legally described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Woodlands Parcel") is part of the Common Area of the Woodlands of Morton Grove Condominium Association according to the Declaration of Covenants, Conditions, Easements and Restrictions, recorded June 7, 2002 as Document No. 0020639239 ("Common Area");

Clean version 10.16.13

RECORDING FEE 68⁰⁰
DATE 12/04/2013 COPIES 6
OK BY [Signature]

UNOFFICIAL COPY

B. Lexington is the holder of legal title to a certain parcel of land in the Village of Morton Grove, County of Cook and State of Illinois, which lies East of and is adjacent to the Woodlands Parcel and is legally described on Exhibit B attached hereto and made a part hereof (hereinafter referred to as the "Townhome Parcel"; the Woodlands Parcel and the Townhome Parcel are hereinafter individually sometimes referred to as a "Parcel" and are hereinafter together referred to as the "Parcels");

C. Lexington intends to develop and improve the Townhome Parcel with townhomes and related improvements (the "Townhome Construction");

D. Woodlands and Lexington wish to abrogate certain easements described herein below;

E. Woodlands wishes to grant and Lexington wishes to receive a construction easement for grading, and an easement for construction of, access to, and maintenance of a fence over, upon and across a certain portion of the Woodlands Parcel (collectively, the "Easement Improvements") for the benefit of the owners of the Townhome Parcel, from time to time, all as more fully set forth below;

F. The parties wish to make certain agreements regarding such easements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made.

Section 1. *Abrogation of Easements.*

- (a) Woodlands hereby releases, abrogates and quit claims its right, title, and interest in the easements recorded as Document Number 92065893 on January 31, 1992 regarding ingress and egress over and across a driveway leading to Lincoln Avenue and a former parking area located on the Townhome Parcel.

UNOFFICIAL COPY

- (b) Lexington hereby releases, abrogates, and quit claims its right, title, and interest in the easements recorded as Document Numbers 92065892 on January 31, 1992 regarding access to a warehouse formerly located on the Townhome Parcel and access to subsurface utilities.

Section 2: *Temporary Construction Easement*

Woodlands hereby grants to Lexington a temporary construction easement over and across the portion of the Common Area adjacent to the Townhome Parcel as may be reasonably necessary in order for Lexington to grade the area on both sides of the property line between the parcels as depicted in the legal description attached hereto as Exhibit C (the "Temporary Construction Easement"). The Temporary Construction Easement shall also be for work necessary to abandon a sewer and connect to a water main, as well as the removal of sub-par trees and the rose bushes along the common property line, to the extent necessary. The Temporary Construction Easement shall also be for work necessary to relocate and replace the aforementioned trees and rose bushes. The location of the replaced trees and relocated rose bushes shall be at the reasonable discretion of Woodlands. Such relocation and replacement shall be done timely at the sole cost of Lexington. Moreover, if any of the rose bushes should die, they shall be replaced at the sole cost of Lexington. With regard to the foregoing, Lexington and its successors and assigns shall comply with any and all applicable federal, state and local zoning and other ordinances, statutes, guidelines, requirements and regulations. The Temporary Construction Easement will cease upon completion of the Townhomes construction.

Section 3: *Construction of, Access to, and Maintenance of a Fence*

- (a) Woodlands hereby grants, gives and conveys to Lexington, as an easement appurtenant to the Townhome Parcel, a non-exclusive, irrevocable and perpetual easement for construction of, access to, and maintenance of a fence, upon the common property line of the Woodlands

UNOFFICIAL COPY

Parcel and the Townhome Parcel, at the locations on the survey attached hereto as Exhibit D and made a part hereof (hereinafter referred to as the "Fence Maintenance Easement").

- (b) Lexington shall, at its sole cost, construct a six-foot board-on-board fence at the location described on Exhibit D.

Section 4. Bonds and Other Security.

Lexington shall, at its own cost and expense, furnish any payment and performance bonds and any letter of credit or other security which may be required by the Village of Morton Grove, Illinois to secure completion of construction of the Easement Improvements.

Section 5. Conduct and Coordination of Construction Maintenance, Repair and Replacement.

All construction, maintenance and repair associated with these easements shall be made so as to interfere as little as practicable with the rights granted to the other Party pursuant to this Agreement and with the operations on each Parcel of any of the owners thereof or their employees, agents, tenants, invitees or licensees. The parties shall use every effort to coordinate maintenance, repairs and replacement.

Section 6. Force Majeure; Interruption of Services.

If either Party hereto fails to perform in a timely manner any of the obligations to be performed by such party under this Agreement, and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by the other party (or such other party's employees, agents, licensees, invitees or contractors)

UNOFFICIAL COPY

or any other cause beyond the reasonable control of the non-performing Party, then the non-performing party shall not be deemed in default hereunder as a result of such failure. The foregoing shall not excuse any failure to make any payment of money in a timely manner.

Neither Party shall be liable in damages for any interruption of utility services to the Parcel to which the other party holds title which may arise out of or be occasioned by construction, maintenance, or repair unless such interruption of service results from the wanton or willful misconduct of such party.

Section 7. Mortgages.

Each party hereto agrees to give the holder of any mortgage to which the Parcel owned by the other party is subject, by registered or certified mail, a copy of any notice or claim of default served by the party giving such notice upon the other party, provided that prior to such notice the party giving such notice has been notified in writing of the name and address of such mortgage holder. Each party hereto further agrees that if the other party shall have failed to cure any default within any period provided for herein, then the holder of any mortgage to which the Parcel owned by the other party is subject shall have an additional thirty (30) days within which to cure or correct such default (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if such holder of such mortgage has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure such default, including the time necessary to obtain possession if possession is necessary to cure or correct such default, but in no event more than an additional forty-five (45) days).

Any mortgagee with respect to either Parcel shall not be responsible for any amounts incurred or becoming due under this Agreement prior to a foreclosure of its mortgage or a transfer of the interest of a party hereto in a Parcel to such mortgagee in lieu of foreclosure, and its liability hereunder in the event of such a foreclosure or transfer shall exist only so long as such mortgagee is the owner of a Parcel and shall not continue or survive after further transfer of ownership.

UNOFFICIAL COPY

Section 8. *Covenants Running with the Land.*

All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

Section 9. *Transfer of Ownership.*

Whenever a transfer of ownership of either Parcel or any portion thereof occurs, the liability of the transferor for any breach of covenant occurring thereafter shall automatically terminate with respect to such transferor. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land to the owner of the Parcel or portion thereof being transferred.

Section 10. *Interpretation.*

The rule of strict construction does not apply to the grants herein. The grants herein shall be given a reasonable construction to carry out the intention of the parties hereto to confer a commercially usable right of enjoyment on each grantee.

Section 11. *Notices.*

All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or two (2) days after deposit in the U.S. mail if sent postage prepaid by United States registered or certified mail, return receipt requested or one day after deposit with a nationally recognized courier, addressed as follows:

UNOFFICIAL COPY

(a) If to Lexington: 1731 N. Marcey St
Suite 200
Chicago, Illinois 60614

(b) If to Woodlands: John H. Bickley III
c/o Ravitz Shiffrin Nesbit
750 W. Lake Cook Rd
#350
Buffalo Grove
Illinois 60089

Either party may change the name of the person or address to which notices and other communications are to be given by so notifying the other party. Notices or demands from either Trustee may be given by the Trustee, its beneficiaries or any of their agents.

Section 12: Authority

The Woodlands of Morton Grove Condominium Association warrants that it has the authority to sign on behalf of the home owners.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LEXINGTON STATION, LLC, an Illinois limited liability company

By: [Signature]
 Its: [Signature]

STATE OF ILLINOIS)

COUNTY OF COOK)

) ss

I, Karen E. Schell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Karen E. Schell, 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 she signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25 day of November, 2013.

[Signature]
 Notary Public



UNOFFICIAL COPY

WOODLANDS OF MORTON GROVE CONDOMINIUM
ASSOCIATION

By: Harvey M. Silverman
Its: PRESIDENT

STATE OF ILLINOIS)

COUNTY OF COOK)

) ss

I, Rita Marie Hart, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that Harvey M. Silverman 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 she signed, sealed and delivered the said instrument as their free and voluntary act, for
the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 20th day of November, 2013.

Rita Marie Hart
Notary Public

THIS INSTRUMENT WAS PREPARED
BY AND AFTER RECORDING
SHOULD BE RETURNED TO:

FISS KART KATZ AND REGAN, LTD.
Attn: Richard H. Levy
77 W. Washington Street, Suite 900
Chicago, Illinois 60602



UNOFFICIAL COPY

LIST OF EXHIBITS

Exhibit A: Legal Description of the Woodlands Parcel

Exhibit B: Legal Description of the Townhome Parcel

Exhibit C: Legal Description of the Temporary Construction Easement

Exhibit D: Fence Maintenance Easement



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF THE WOODLANDS OF MORTON GROVE CONDOMINIUM

THE WOODLANDS OF MORTON GROVE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

CERTAIN PART OR PARTS OF THE WEST HALF OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN NILES TOWNSHIP, COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF LINCOLN AVENUE CONDOMINIUM RECORDED AS DOCUMENT NUMBER 00451023 AND AMENDED AND RESTATED AND RENAMED AS THE WOODLANDS OF MORTON GROVE CONDOMINIUM BY DOCUMENT NUMBER 0020639239 AND AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PIN: 10-20-121-045-0000

UNOFFICIAL COPY**TOWNHOME PARCEL LEGAL DESCRIPTION:**

LOT 25 (EXCEPT THE SOUTH 390.55 FEET THEREOF) IN TRAFALGAR SQUARE, BEING A RESUBDIVISION OF PARTS OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 25, 2005 AS DOCUMENT NUMBER 0520644060, CERTIFICATE OF CORRECTION RECORDED APRIL 28, 2006 AS DOCUMENT NUMBER 0611812027, IN COOK COUNTY, ILLINOIS.

PINS: 10-20-121-039-0000

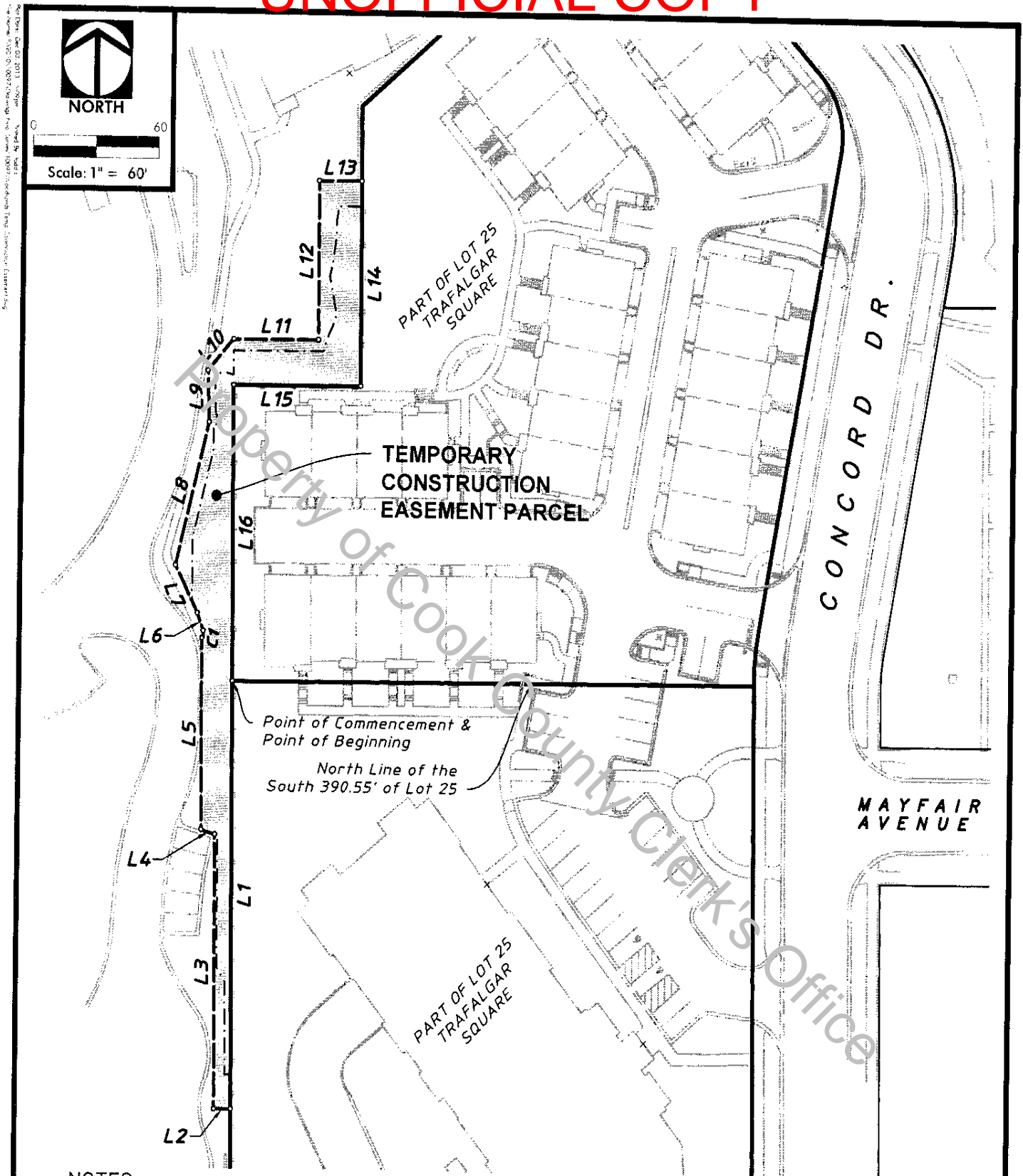
10-20-121-043-0000

Property of Cook County Clerk's Office

Project Manager: T A S
Engineer: T A S
Date: 09/12/2013
Project No. 10097-ESMT
Sheet 1

EXHIBIT B
TOWNHOME PARCEL
LEXINGTON / WOODLANDS
EASEMENT EXHIBITS
VILLAGE OF MORTON GROVE

HAEGER ENGINEERING
consulting engineers • land surveyors
1304 N. Plum Grove Road, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

UNOFFICIAL COPY**NOTES:**

1. SEE SHEET 2 FOR CURVE TABLE AND LINE TABLE
2. SEE SHEET 3 FOR TEMPORARY CONSTRUCTION EASEMENT PARCEL LEGAL DESCRIPTION

**EXHIBIT C - TEMPORARY
CONSTRUCTION EASEMENT
LEXINGTON / WOODLANDS
EASEMENT EXHIBITS
VILLAGE OF MORTON GROVE**

HAEGER ENGINEERING
consulting engineers • land surveyors
1304 N. Plum Grove Road, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

Project Manager: T.A.S.
Engineer: T.A.S.
Date: 09/12/2013
Project No. 10097-ESMT
Sheet 1

UNOFFICIAL COPY

LINE TABLE		
Line	Direction	Length
L1	S 0° 24' 13" E	186.95'
L2	S 89° 35' 47" W	8.00'
L3	N 0° 24' 13" W	119.72'
L4	N 73° 11' 49" W	6.80'
L5	N 0° 24' 13" W	83.88'
L6	N 20° 40' 35" W	8.06'
L7	N 27° 13' 49" W	23.10'
L8	N 13° 39' 44" E	64.64'
L9	N 1° 45' 22" W	22.48'
L10	N 41° 03' 45" E	18.23'
L11	N 89° 42' 09" E	39.88'
L12	N 0° 19' 08" W	69.31'
L13	N 89° 40' 52" E	20.00'
L14	S 0° 19' 08" E	89.31'
L15	S 89° 42' 09" W	59.89'
L16	S 0° 24' 13" E	128.82'

CURVE TABLE				
Curve	Length	Radius	Chord	Chord Bearing
C1	3.30'	3.50'	3.18'	N 8° 44' 45" E

**EXHIBIT C - TEMPORARY
CONSTRUCTION EASEMENT
LEXINGTON / WOODLANDS
EASEMENT EXHIBITS
VILLAGE OF MORTON GROVE**

HAEGER ENGINEERING
consulting engineers • land surveyors
1304 N. Plum Grove Road, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

Project Manager: T.A.S.
Engineer: T.A.S.
Date: 09/12/2013
Project No. 10097-ESMT
Sheet 2 / 3

UNOFFICIAL COPY

TEMPORARY CONSTRUCTION EASEMENT PARCEL LEGAL DESCRIPTION:

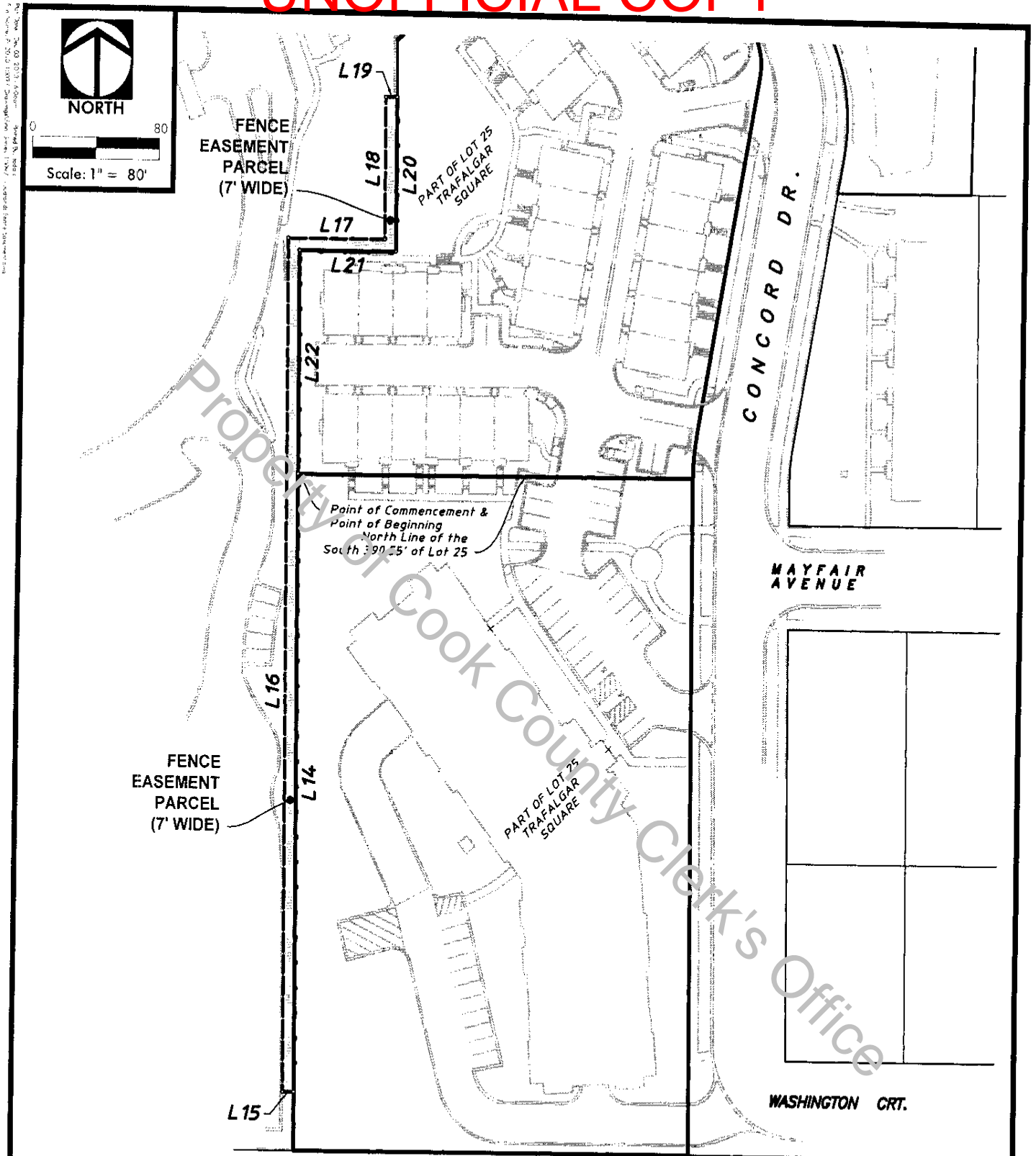
THAT PART OF LOT A BAXTER LABORATORIES CONSOLIDATION, BEING A SUBDIVISION OF PARTS OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1947 AS DOCUMENT NUMBER 14042019, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH 390.55 FEET OF LOT 25 IN TRAFALGAR SQUARE, ACCORDING TO THE PLAT THEREOF RECORDED JULY 25, 2005 AS DOCUMENT NUMBER 0520644060; THENCE SOUTH 00 DEGREES 24 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 25, A DISTANCE OF 186.95 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 47 SECONDS WEST, 8.00 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 13 SECONDS WEST, 119.72 FEET; THENCE NORTH 73 DEGREES 11 MINUTES 49 SECONDS WEST, 6.80 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 13 SECONDS WEST, 83.88 FEET; THENCE NORTHERLY, BEING A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 3.50 FEET AND AN ARC DISTANCE OF 3.30 FEET, THE CHORD OF SAID ARC HAVING A LENGTH 3.18 FEET AND A BEARING OF NORTH 08 DEGREES 44 MINUTES 45 SECONDS EAST; THENCE NORTH 20 DEGREES 40 MINUTES 35 SECONDS WEST, 8.06 FEET; THENCE NORTH 27 DEGREES 13 MINUTES 49 SECONDS WEST, 23.10 FEET; THENCE NORTH 13 DEGREES 39 MINUTES 44 SECONDS EAST, 64.64 FEET; THENCE NORTH 01 DEGREES 45 MINUTES 22 SECONDS WEST, 22.48 FEET; THENCE NORTH 41 DEGREES 03 MINUTES 45 SECONDS EAST, 18.23 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 09 SECONDS EAST, 39.88 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 08 SECONDS WEST, 69.31 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 52 SECONDS EAST, 20.00 FEET TO THE WEST LINE OF SAID LOT 25; THENCE SOUTH 00 DEGREES 19 MINUTES 08 SECONDS EAST ALONG SAID WEST LINE, 89.31 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 09 SECONDS WEST ALONG SAID WEST LINE, 59.89 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 13 SECONDS EAST, 128.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT C - TEMPORARY
CONSTRUCTION EASEMENT
LEXINGTON / WOODLANDS
EASEMENT EXHIBITS**
VILLAGE OF MORTON GROVE

HAEGER ENGINEERING
consulting engineers • land surveyors
1304 N. Plum Grove Road, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

Project Manager: T A S
Engineer: T A S
Date: 09/12/2013
Project No. 10097-ESMT
Sheet 3 / 3

UNOFFICIAL COPY**NOTE:**

SEE SHEET 2 FOR LINE TABLE AND FENCE EASEMENT PARCEL LEGAL DESCRIPTION

EXHIBIT D
FENCE EASEMENT
LEXINGTON / WOODLANDS
EASEMENT EXHIBITS
 VILLAGE OF MORTON GROVE

HAEGER ENGINEERING
 consulting engineers • land surveyors
 1304 N. Plum Grove Road, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax: 847.394.6608
 Illinois Professional Design Firm License No. 184-003152
 www.haegerengineering.com

Project Manager: T.A.S.
 Engineer: T.A.S.
 Date: 09/12/2013
 Project No. 10097-ESMT
 Sheet 1 / 2

UNOFFICIAL COPY

FENCE EASEMENT PARCEL LEGAL DESCRIPTION:

THAT PART OF LOT A BAXTER LABORATORIES CONSOLIDATION, BEING A SUBDIVISION OF PARTS OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1947 AS DOCUMENT NUMBER 14042019, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH 390.55 FEET OF LOT 25 IN TRAFALGAR SQUARE, ACCORDING TO THE PLAT THEREOF RECORDED JULY 25, 2005 AS DOCUMENT NUMBER 0520644060; THENCE SOUTH 00 DEGREES 24 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 25, A DISTANCE OF 356.67 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 47 SECONDS WEST, 7.00 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 13 SECONDS WEST, 492.50 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 09 SECONDS EAST, 59.90 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 08 SECONDS WEST, 82.31 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 52 SECONDS EAST, 7.00 FEET TO THE WEST LINE OF SAID LOT 25; THENCE SOUTH 00 DEGREES 19 MINUTES 08 SECONDS EAST ALONG SAID WEST LINE, 89.31 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 09 SECONDS WEST ALONG SAID WEST LINE, 59.89 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 13 SECONDS EAST ALONG SAID WEST LINE, 128.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

LINE TABLE		
Line	Direction	Length
L14	S 0° 24' 13" E	356.67'
L15	S 89° 35' 47" W	7.00'
L16	N 0° 24' 13" W	492.50'
L17	N 89° 42' 09" E	59.90'
L18	N 0° 19' 08" W	82.31'
L19	N 89° 40' 52" E	7.00'
L20	S 0° 19' 08" E	89.31'
L21	S 89° 42' 09" W	59.89'
L22	S 0° 24' 13" E	128.82'

Project Manager: T A S
 Engineer: T A S
 Date: 09/12/2013
 Project No. 10097-ESMT
 Sheet 2 / 2

EXHIBIT D
FENCE EASEMENT
LEXINGTON / WOODLANDS
EASEMENT EXHIBITS
 VILLAGE OF MORTON GROVE

HAEGER ENGINEERING
 consulting engineers • land surveyors
 1304 N. Plum Grove Road, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax: 847.394.6608
 Illinois Professional Design Firm License No. 184-003152
 www.haegerengineering.com