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This document prepared by  
and upon recording mail to:

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Doc#: 1622234045 Fee: \$66.00  
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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/09/2016 11:24 AM Pg: 1 of 15

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into 1<sup>st</sup> day of August, 2016 by and between 8700 MG, LLC, an Illinois limited liability company ("8700") and MORTON GROVE ESTATES HOMEOWNERS ASSOCIATION, an Illinois not for profit corporation ("ASSOCIATION") (collectively referred to hereinafter as the "Parties" and individually as a "Party").

A. Whereas, ASSOCIATION is the holder of legal title to a certain parcel of real estate located in the ASSOCIATION ("Easement Parcel") which is legally described as follows:

"See legal description attached hereto and made a part hereof as Exhibit A."

B. Whereas, ASSOCIATION is responsible for the maintenance, repair and replacement of certain improvements within the ASSOCIATION including the private streets (private road easements) and other common improvements.

C. Whereas, 8700 has an existing easement on, over and under the Easement Parcel to be used solely for the purpose of light and air, ingress and egress, and parking, which was memorialized in writing on March 15, 1973 and was included as part of the Plat of Survey recorded August 19, 1973 as Document Number 2710918 ("Prior Easement Agreement").

D. Whereas, 8700 is the fee title owner of certain real property located adjacent to the ASSOCIATION's property to the north and legally described in Exhibit "D" attached hereto ("8700 Property").

E. Whereas, 8700 intends on redeveloping the 8700 Property, subject to final approval from the Village of Morton Grove, which such redevelopment shall impact the Easement Parcel mutually used and enjoyed by 8700 and ASSOCIATION.

F. Whereas, the Parties met and reached mutual agreement concerning certain concessions by both parties to further enhance and preserve the Easement Parcel, which the Parties wish to memorialize in writing herein.

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G. Whereas, to the extent this Easement Agreement directly conflicts with the Prior Easement Agreement, this Easement Agreement shall supersede.

NOW, THEREFORE, in consideration of the mutual obligations and promises of the Parties as herein set forth and other good and valuable consideration, it is hereby agreed by and between ASSOCIATION and 8700 as follows:

1. ASSOCIATION hereby grants, gives, and conveys to 8700 a perpetual easement over, upon and across the Easement Parcel attached hereto as Exhibit A, for the purpose of, light, air, ingress, egress and parking on the Easement Parcel and for no other purpose.
2. This Easement Agreement constitutes a covenant appurtenant, running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective grantees, successors, assigns, heirs, devisees, and personal representatives.
3. ASSOCIATION warrants and represents to 8700 that it is the legal title holder of the Easement Parcel and is authorized to grant the easement contained herein. 8700 warrants and represents to ASSOCIATION that it is the legal title holder of the 8700 Property and is authorized to enter into this Easement Agreement and perform hereunder.
4. 8700 agrees to perform certain construction, at its sole expense, on the Easement Parcel as more fully set forth in the Driveway Plan attached hereto as Exhibit B (the "Driveway Plan"). 8700 and ASSOCIATION acknowledge that, unless otherwise expressly provided herein, the improvements depicted in the Driveway Plan are the sole improvements that 8700 is authorized to construct on the Easement Parcel. Otherwise, the Parties acknowledge that the Easement Parcel shall be kept free of all buildings, structures, obstructions and improvements so the same may be used as means of access for the Parties hereto. The Parties further acknowledge that upon completion of construction by 8700 on the Easement Parcel as outlined herein, any future maintenance, repair, or replacement costs shall be shared equally between the Parties as outlined more fully in Section 9 herein.
5. The parking spaces located on the South side of the Easement Parcel, directly adjacent to the ASSOCIATION's building, will be restricted for the exclusive use and enjoyment of ASSOCIATION residents and guests only as indicated on the Parking Plan attached hereto as Exhibit C (the "Parking Plan"). Signs indicating this exclusivity shall be posted on the Easement Parcel at a mutually agreeable location at 8700's expense. The six (6) parking spaces located on the North side of the Easement Parcel in the Northwest corner identified on the Parking Plan as parking spaces 1 thru 6, directly adjacent to 8700's building, will also be restricted for the exclusive use and enjoyment of ASSOCIATION residents and guests only. Signs indicating this exclusivity shall be posted on the Easement

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Parcel at a mutually agreeable location at 8700's expense. The remaining parking spaces located on the North side of the Easement Parcel, directly adjacent to 8700's building, identified on the Parking Plan as parking spaces 7 thru 22 shall be available and accessible to residents and guests of both 8700 and the ASSOCIATION. Signs indicating such shall be posted on the Easement Parcel at a mutually agreeable location at 8700's expense. Notwithstanding 8700's development of the 8700 Property and the terms of this Easement Agreement, the total number of parking spaces within the Easement Parcel shall remain at or above 48 and the ASSOCIATION shall be granted not less than 32 parking spaces for its exclusive use.

6. The redevelopment plan, as evidenced in Exhibit C hereto, contains 2 outbound and 1 inbound lane, which is the development plan for the Easement Parcel. The Parties acknowledge the plan remains subject to approval by the Illinois Department of Transportation ("IDOT"), and may require further modification by IDOT. In the event IDOT mandates further modification to the development plan, 8700 agrees to consult with the ASSOCIATION beforehand about the changes and to secure ASSOCIATION's written consent, email is acceptable. In the event of any IDOT modifications, the Parties agree to revise Exhibit "C" accordingly and to record an amendment to this Easement Agreement to attach the modified Exhibit "C". If the Parties cannot reasonably agree on IDOT approved issues, then the Parties agree to default to the current configuration of one inbound lane and one outbound lane on the Easement Parcel.
7. 8700 agrees to establish the driveway located on the most West side of the 8700 Property as a one-way Northbound only roadway with necessary restrictions as a fire lane, and agrees to install a sign that reads: "Fire Lane – Emergency Vehicles Only," as indicated on the Parking Plan.
8. The ASSOCIATION shall perform any routine and periodic maintenance or schedule repairs of the Easement Parcel as needed. In the event either Party (the "Altering Party") reasonably believes that the Easement Parcel requires repairs other than periodic or routine repairs (defined as repairs costing less than \$5,000.00 in 2016 dollars) or that the Easement Parcel requires replacement or capital improvements (collectively "Alterations"), then before commencing or proceeding with such Alterations, the Altering Party, at its own cost, shall deliver to such other Party a copy of the plans and specifications showing the proposed Alterations ("Notice of Alterations"). An Altering Party may also at any time request confirmation from the other Party that its consent is not required with respect to proposed Alterations, if such Alterations do not require its consent and such confirmation shall be given within fourteen (14) days after the receipt of the Notice of Alterations. No response during such fourteen-day period shall be deemed confirmation. If such other Party consents to such Alterations or does not respond (with approval, disapproval, request for additional information or time or statement of conditions for approval or disapproval) within fourteen (14) days (as hereinafter extended) after receipt of the Notice of Alterations, the Altering Party

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may proceed to make its Alterations substantially in accordance with said plans and specifications. Within the fourteen (14) day response period, the other affected Parties may request (i) additional information with respect to the proposed Alterations, in which case the Altering Party will be granted an additional fourteen (14) days to respond from the date it receives such additional information; or, (ii) an extension of the time to respond, which extension of time shall not exceed thirty (30) days from the date of the Notice of Alterations. The Party whose consent is requested will not unreasonably delay its response, having in mind the scope and complexity of the proposed Alterations.

If, in the commercially reasonable good faith opinion of the other Party, the proposed Alterations are not required or will violate the provisions of this Agreement or any village codes or ordinances, then such Party (the "Objecting Party") shall notify the Altering Party of its opinion that the Alterations or proposed Alterations are not required, violate the provisions of this Agreement or violate any village codes or ordinances and shall within the above time period required to respond to the Notice of Alterations, send written notice objecting to the Alterations ("Objection Notice") providing detail as to the Objecting Party's objections to the Alterations, and citing construction standards, provisions of this Agreement and applicable laws or ordinances in making its objection. If an Objecting Party in good faith asserts a violation of this Agreement, then the Altering Party shall not commence or proceed with the Alterations, until the matter has been resolved (except in an emergency situation, in which case only reasonable notice is required as provided in this Agreement). The Altering Party and the Objecting Party shall meet as soon as possible after the date of the Objection Notice to discuss and, if possible, come to an agreement on the nature and scope of such Alterations. In the event Objecting Party objects to the scope of Alterations and the Objecting Party and Altering Party cannot reach an agreement within fourteen (14) days following the date of the Objection Notice, the Objecting Party and the Altering Party shall each agree to engage a reputable Illinois licensed architect or engineer (with not less than five (5) years' experience with similar projects) (collectively "Construction Professional"), whereupon the Construction Professional shall review the Notice of Alterations and the Objection Notice and all ancillary information required to render a decision as to whether the proposed Alterations are required based on common industry and construction practices conform to the terms of this Agreement and to all relevant codes and ordinances. The Construction Professional shall render a decision on the Alterations within fourteen (14) days of both parties submitting its information, which decision shall be binding on all Parties. The Objecting Party and the Altering Party shall equally divide the cost of the Construction Professional. In addition to the rights or remedies to which the Parties may be entitled under the provisions of this Section 8, the Parties shall also be entitled to seek and obtain injunctive relief to enjoin any such violation or to compel the performance under the terms of this Agreement.

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9. The Parties agree to share equally in the costs of maintenance, insurance, snow removal, property taxes, repairs, replacement and any other necessary costs required to maintain the Easement Parcel in good condition for the mutual use and benefit of the Parties, excluding any costs related to any hazardous substances on or in the Easement Parcel that existed prior to the date hereof. In the event a Party fails to pay any amounts due under this Easement Agreement, all such sums shall bear interest at a rate equal to twelve percent (12%) per annum until paid.
10. 8700 agrees not to obstruct or interfere with the reasonable use, occupancy and enjoyment by ASSOCIATION or its members of the Easement Parcel or the ASSOCIATION's property, during construction and in perpetuity, or cause any increase in the cost of insurance or unreasonably interfere with any maintenance, repair or replacement performed by the ASSOCIATION.
11. The ASSOCIATION may: (i) in connection with the maintenance and repair or restoration of the Easement Parcel; (ii) in an emergency situation; or, (iii) to prevent a dedication of, or an accruing of rights by, the public in and to the use of the Easement Parcel temporarily prevent, close off or restrict access to the Easement Parcel, but only to the most minimal extent and for the shortest time period reasonably necessary under the circumstances in order to minimize the effect on 8700 or other user of such easement rights. Notwithstanding any other provision in this Easement Agreement to the contrary, so long as 8700's easement rights hereunder are not materially affected, the ASSOCIATION shall have the right to perform any construction, expansion, restoration or improvements to the Easement Parcel. Notwithstanding any other provision in this Easement Agreement to the contrary, 8700 shall have the right to perform any construction, expansion, restoration or improvements to the 8700 property.
12. The Parties shall maintain in effect at all times during the term of this Easement Agreement a policy of Commercial General Liability insurance naming the other Party as insured, to insure against injury to property, person, or loss of life arising out of the Party's use, occupancy, or maintenance of the Easement Parcel, with limits of coverage that are at levels customarily maintained by businesses in the community in which the properties are located in an amount not less than Two Million Dollars (\$2,000,000.00); provided, however, that every five (5) years after the date hereof, such limits shall increase, as necessary, to conform with the then commercially reasonable limits for similar types of properties located in the same geographical area as the Easement Parcel. In addition, each Party shall obtain casualty insurance on any insurable property that comprises the Easement Parcel in an amount equal to their total replacement costs, and to the extent any work is performed, builder's risk coverage to insure that all costs of the work performed on the Easement Parcel, including any completed structure or completed work coverage. For each year in which this Easement Agreement is in effect, the Parties shall provide to one another, at the addresses set forth in Section 20 below, a copy of the insurance policy endorsement or wording indicating that the other Party is added as an additional insured. Insurance required of the Parties under this Agreement shall be written by companies duly qualified to do business

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in the State of Illinois and shall be satisfactory in all respects to the other Party and the holder of any mortgage against that Party's lot. To the extent of any and all insurance maintained, or required to be maintained, by either Party in any way connected with this Agreement, the Parties hereto, and their successors and assigns, hereby waive on behalf of their respective insurance carriers any right of subrogation that may exist or arise as against the other party to this Agreement. The Parties shall cause the insurance companies issuing their insurance policies pursuant to this Agreement to waive any subrogation rights that the companies may have against the Parties, respectively, which waivers shall be specifically stated in the respective policies.

13. Each Party shall indemnify, defend, protect and hold the other Party whose property is subject to the easement, along with such other Party's officers, directors, partners, members, agents, employees and assigns, harmless from and against all claims, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) that are suffered or incurred from any accidents, injuries, loss, or damage of or to any person or property related to or arising from the negligent, intentional or willful acts or omissions of such Party in the exercise of its rights hereunder or to their use, possession, or occupancy of the Easement Area or their performance or failure to perform under this Agreement.
14. Neither Party shall permit any lien to stand against the Easement Parcel for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Parcel. In the event of any such lien attaching to the Easement Parcel or any part of the ASSOCIATION's property, 8700 shall immediately have such lien released or obtain a bond to satisfy the lien as provided in the Illinois Mechanics Lien Act.
15. If any provision in this Easement Agreement is adjudicated invalid, such adjudication shall not affect the validity of the Agreement as a whole or any other part.
16. Upon execution of this Easement Agreement by the Parties hereto, the original shall be recorded in the office of the Recorder of Deeds, Cook County, Illinois, the cost and expense of such recording shall be borne by the ASSOCIATION.
17. This Easement Agreement may only be modified or amended in writing and signed by the Parties to this Agreement, or their successors.
18. If any action, suit, or arbitration is brought to enforce the provisions of this Easement Agreement, the Party who prevails in the action, suit, or arbitration shall be entitled to recover court costs, arbitration costs, and attorney fees from the other Party.
19. The Parties agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement Agreement or any of the

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rights and privileges conferred herein. Nothing in this Easement Agreement shall be deemed to impose or imply a relationship between the parties as partners, joint venturers or other such arrangement that would share income, expenses, profits or losses between the Parties.

20. All notices and other communications to the Parties shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or two days after deposit in the U.S. Mail if sent postage prepaid by United States Registered or Certified Mail, Return Receipt Requested, addressed as follows:

- (a) If to Association:

Morton Grove Estates Homeowners Association  
c/o Janet Nelson, Property Manager  
Cagan Management Group, Inc.  
3856 Oakton Street  
Skokie, IL 60076

- (b) If to 8700:

8700 MG, LLC  
c/o Peter Wall, Registered Agent  
1535 North Elston Avenue  
Chicago, IL 60642

Any party may change the name of the person or address to which notices and other communications are to be issued by so notifying the other parties here to in writing.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO FOLLOW]**

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

MORTON GROVE ESTATES HOMEOWNERS ASSOCIATION

By: *[Signature]*  
Its: President

Attest: *[Signature]*  
Director

8700 MG, LLC  
*[Signature]*

By: \_\_\_\_\_  
Its: Authorized Signatory

PROPERTY OF COOK COUNTY CLERK'S OFFICE



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STATE OF ILLINOIS

COUNTY OF DuPage

Before me, a notary public in and for said State, on the 1st day of August, 2016, personally appeared Phyllis Bonush, Pres., the President of Morton Grove Estates Homeowners Association, an Illinois not for profit corporation, and acknowledged the execution of the foregoing instrument to be his/her voluntary act and deed on behalf of said corporation.



Rita Marie Hart  
Notary Public

Printed Name: Rita Marie Hart  
My Commission Expires 21 April, 2019

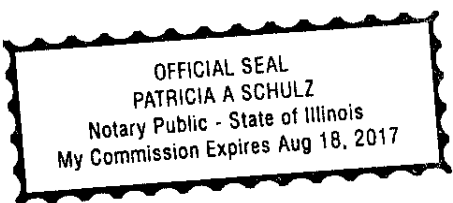
STATE OF ILLINOIS

COUNTY OF Cook

Before me, a notary public in and for said State, on the 4th day of August, 2016, personally appeared David L. Husman, the Authorized Signatory of 8700 MG, LLC, an Illinois limited liability company, and acknowledged the execution of the foregoing instrument to be his/her voluntary act and deed on behalf of said limited liability company.

Patricia A Schulz  
Notary Public

Printed Name: Patricia A Schulz  
My Commission Expires: \_\_\_\_\_



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## Exhibit "A"

### EASEMENT PARCEL

EASEMENT FOR LIGHT, AIR, INGRESS AND EGRESS AND PARKING OVER THE NORTH 75 FEET OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT; LOTS 183 TO 196, BOTH INCLUSIVE; LOTS 318 TO 325 BOTH INCLUSIVE, ALL OF LOTS 345 TO 352 BOTH INCLUSIVE, ALL OF LOTS 373 TO 380 BOTH INCLUSIVE, LOTS 401 TO 408 BOTH INCLUSIVE, THAT PART OF THE NORTH AND SOUTH 16 FOOT VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOT 408, ALL OF THE VACATED PUBLIC STREET KNOWN AS CRAIN AVENUE, LYING WEST OF WAUKEGAN ROAD, ALL OF THE NORTH AND SOUTH 16 FOOT VACATED PUBLIC ALLEY LYING WEST OF AND ADJOINING SAID LOTS 184 TO 193 BOTH INCLUSIVE ALL OF THE EAST AND WEST 16 FOOT VACATED PUBLIC ALLEY LYING NORTH OF AND ADJOINING SAID LOTS 345 TO 352, BOTH INCLUSIVE, ALL THE VACATED PUBLIC STREET KNOWN AS CONRAD AVENUE, LYING WEST OF WAUKEGAN ROAD, THAT PART OF THE NORTH AND SOUTH 16 FOOT VACATED PUBLIC ALLEY, LYING EAST OF AND ADJOINING SAID LOT 325, ALL TAKEN AS TRACT, ALL BEING IN THE FIRST ADDITION TO DEMPSTER WAUKEGAN ROAD SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPTING FROM THE ABOVE DESCRIBED TRACT, THAT PART THEREOF LYING NORTH OF A LINE DAWN PERPENDICULARLY TO THE WEST LINE OF WAUKEGAN ROAD AT A POINT 355.29 FEET (AS MEASURED ALONG SAID WEST LINE) SOUTH OF THE NORTH EAST CORNER OF LOT 206 IN SAID FIRST ADDITION TO DEMPSTER WAUKEGAN ROAD SUBDIVISION AND ALSO EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING SOUTH OF THE NORTH 24.10 FEET OF SAID LOT 183, AND SAID LOTS 318 TO 325 BOTH INCLUSIVE AND ALSO EXCEPTING THAT PART LYING SOUTH OF THE NORTH 24.10 FEET OF THE NORTH AND SOUTH 16 FOOT VACATED PUBLIC ALLEY LYING EAST OF AND ADJOINING SAID LOT 325, ALL IN COOK COUNTY, ILLINOIS AS CREATED BY EASEMENT AGREEMENT FILED AUGUST 15, 1973 AS DOCUMENT LR2710918.

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Exhibit "B"

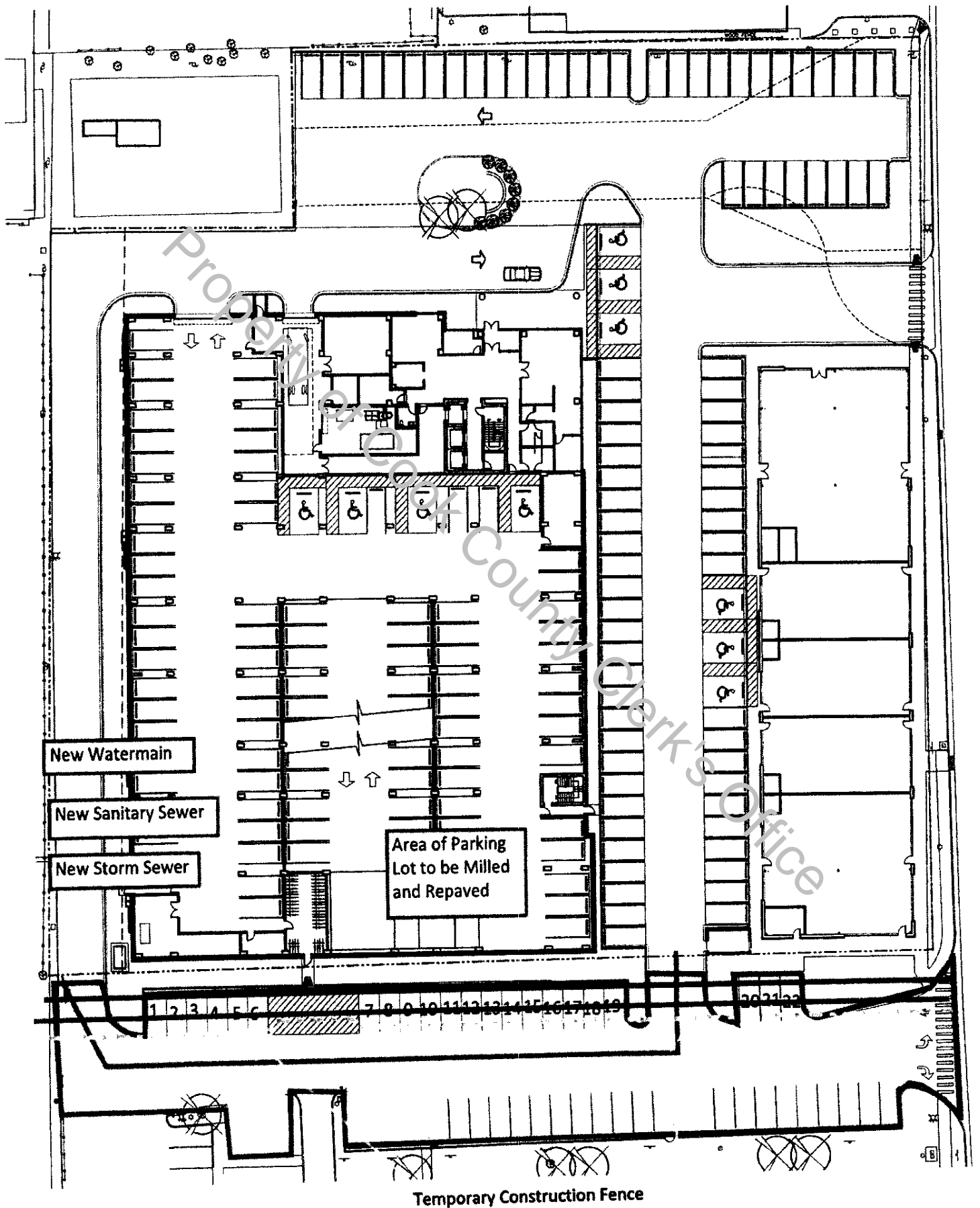
SEE ATTACHED DRIVEWAY PLAN



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## Exhibit B - Driveway Plan



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Exhibit "C"

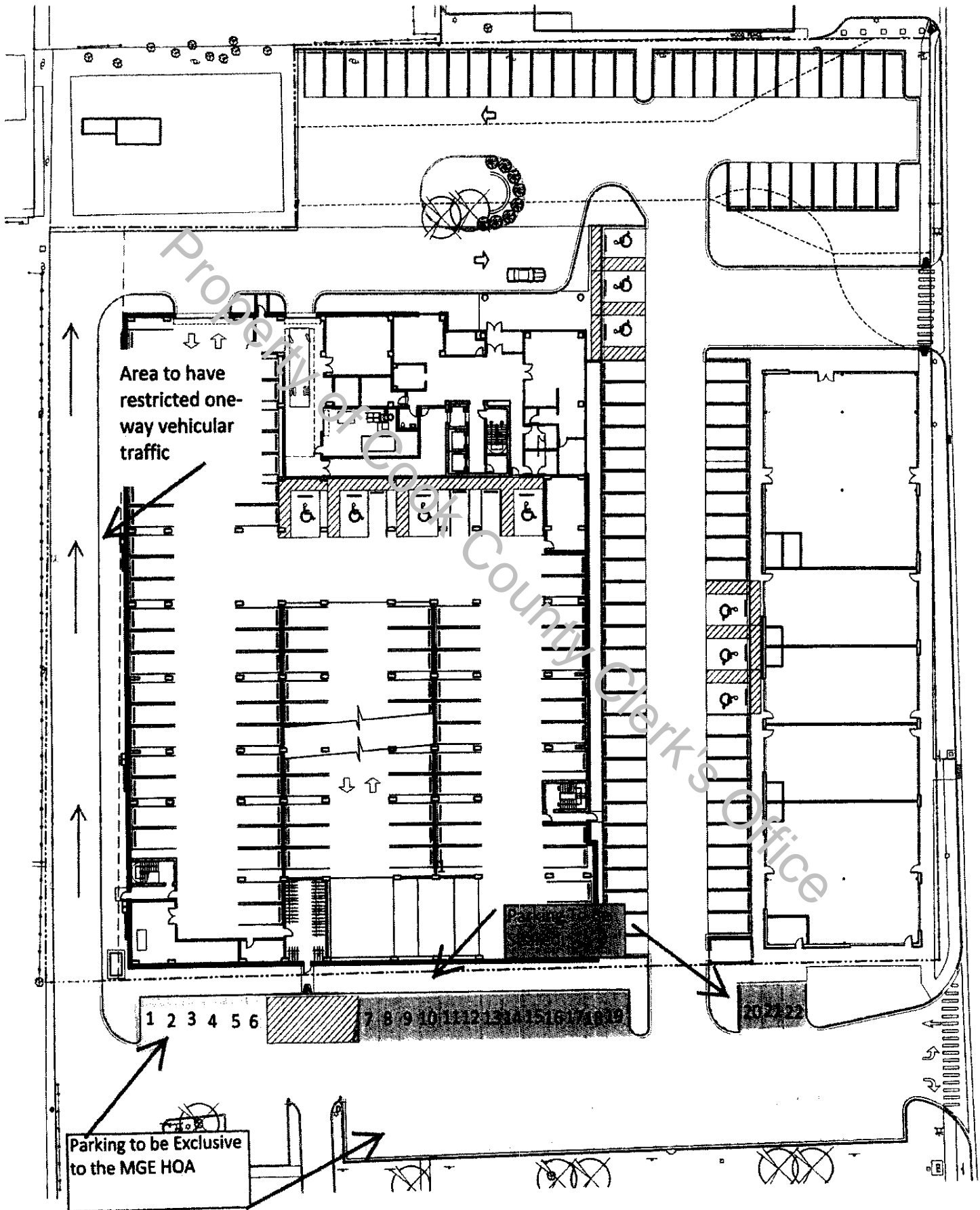
SEE ATTACHED PARKING PLAN



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## Exhibit C - Parking Plan



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## Exhibit "D"

### 8700 Property

LOTS 195 TO 206 BOTH INCLUSIVE, LOTS 401 TO 408 BOTH INCLUSIVE, ALL OF LOTS 430 TO 436 BOTH INCLUSIVE, LOTS 460 (EXCEPT THE NORTH 69.50 FEET THEREOF AS MEASURED ALONG THE EAST LINE THEREOF) LOT 461 (EXCEPT THE WEST 40.79 FEET OF THE NORTH 69.50 FEET) ALL OF LOTS 462 AND 463, ALL OF THE NORTH AND SOUTH 16 FOOT VACATED PUBLIC ALLEY, LYING WEST OF AND ADJOINING SAID LOTS 204, 205 AND 206 LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 204 AND LYING SOUTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 206, ALL OF THAT PART OF VACATED PUBLIC STREET KNOWN AS CAROL AVENUE LYING WEST OF THE WEST LINE OF WAUKEGAN ROAD, THAT PART OF THE NORTH AND SOUTH 16 FOOT VACATED PUBLIC ALLEY LYING WEST OF AND ADJOINING SAID LOTS 195 TO 203, BOTH INCLUSIVE AND ALSO ALL OF THE EAST AND WEST 16 FOOT VACATED PUBLIC ALLEY, LYING NORTH OF AND ADJOINING SAID LOTS 401 TO 408 BOTH INCLUSIVE, ALL TAKEN AS ONE TRACT, ALL BEING IN THE FIRST ADDITION TO DEMPSTER WAUKEGAN ROAD SUBDIVISION IN THE NORTH WEST ¼ OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM THE ABOVE DESCRIBE TRACT THAT PART LYING SOUTH OF A LINE DRAWN PERPENDICULARLY TO THE WEST LINE OF WAUKEGAN ROAD AT A POINT 355.29 FEET (AS MEASURED ALONG SAID WEST LINE) SOUTH OF THE NORTH EAST CORNER OF SAID LOT 206) ALL IN COOK COUNTY, ILLINOIS.

PIN: 10-19-106-048-0000  
10-19-102-021-0000  
10-19-102-022-0000  
10-19-102-029-0000  
10-19-102-030-0000  
10-19-102-033-0000  
10-19-102-034-0000

Common Address: 8700 North Waukegan Road, Morton Grove, IL 60053