

# UNOFFICIAL COPY



\*1722819068\*

Doc# 1722819068 Fee \$60.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/16/2017 02:10 PM PG: 1 OF 12

AFTER RECORDING RETURN TO:

Name: Michael A. Maciejewski, Ltd.  
Address: 970 Oaklawn Ave., Ste. 204  
Elmhurst, Illinois 60126  
Phone: 630-530-7245  
Email: [mike@mamattorneys.com](mailto:mike@mamattorneys.com)

SPACE ABOVE FOR RECORDER'S USE ONLY

## AGREEMENT FOR EASEMENT

**THIS EASEMENT AGREEMENT** (this "Agreement") is made and entered into as of the 12<sup>th</sup> day of July, 2017, by and between **PAUL AND CHRISTINE KULTGEN**, (hereinafter referred to, together with its successors and assigns, as "GRANTOR"), and **ADAM CODY AND LISA CODY**, (hereinafter referred to, together with its successors and assigns, as "GRANTEE") as follows:

### RECITALS:

WHEREAS, Grantor is the owner of that certain parcel of residential real property situated in Western Springs, Cook County, Illinois and legally described on Exhibit A attached hereto ("Grantor's Property"); and

WHEREAS, Grantee is the owner of a certain parcel of residential real property situated in Western Springs, Cook County, Illinois and legally described on Exhibit B attached hereto ("Grantee's Property"); and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive irrevocable access easement over and upon Grantor's Property so as to facilitate access to the rear portion of the Grantee's Property notwithstanding the existence of a fence between the parcels and along the boundary of the two adjoining parcels for the benefit of the Parties and their successors in ownership to both parcels; and

### WITNESS:

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein as though fully set forth in this Section 1.

*Rook*

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2. **Grant of Easement.** Grantor hereby grants to Grantee, for the benefit of Grantee and Grantee's heirs, successors, assigns, agents, employees, licensees, tenants, and/or invitees, (collectively, the "Grantee Parties"), a perpetual, free of charge, nonexclusive, and irrevocable easement in, to, on, over, along and across Grantor's Property, in common with Grantor, for passenger vehicular (not pedestrian) ingress and egress to and from (and from and to) Grantee's Parcel, as more fully defined and set forth in Exhibit C attached hereto ("Grantee's Access Easement"). Grantee agrees not to park automobiles on and/or in any way obstruct the Grantor's use of the Grantor's Property by parking vehicles and/or blocking Grantor's driveway in any way. "Grantor Parties" are hereinafter defined as Grantor's heirs, successors and/or assigns. The Access Easement shall at all times be designed, constructed and operated in such a manner as to allow unobstructed and safe access for vehicular ingress and egress.

3. **Grantor's Representations.** Grantor represents that it is the current owner in fee simple title to the Grantor's Property, and that it has full legal authority to grant Grantee's Access Easement free of restriction, liability or encumbrance to Grantee.

Further, Grantor agrees to refrain from obstructing the Grantee Parties' access to and safe use of the Grantee's Access Easement in any way prospectively, other than by maintaining a fence as depicted on Exhibit C hereto, which said fence the Grantor and/or the Grantor Parties shall be permitted to maintain and, if necessary or desirable, re-install from time to time, henceforth.

4. **Compliance with Laws.** Grantor and Grantee shall comply with all relevant laws in and with respect to Grantee's Access Easement.

5. **Reservation of Rights.** All rights to the fee simple ownership of the area of land described herein as the Grantee's Access Easement, other than those expressly granted herein, shall remain the sole and exclusive property of the Grantor and/or the Grantor's successors.

6. **Maintenance.** Nothing in Grantee's Access Easement shall modify in any way either property owner's duty to maintain its property, including but not limited to maintenance of the surface and snow removal as necessary from time to time.

7. **Binding Effect.** The provisions of this Agreement shall run with the land, and be binding upon, and for the benefit of, the Parties and their successors and assigns.

8. **Recording.** The Parties agree that this Agreement will be recorded in the public records.

9. **Insurance.**

A. **Insurance by Grantor.** The Grantor and/or Grantor Parties shall maintain in full force and effect at all times henceforth hazard insurance for the Grantor's Property with sufficient liability coverage so as to cover, at a minimum, the cost of the improvements thereon. If the improvements (the house located at 4024 Harvey, Western Springs, Illinois) are demolished and removed from the Grantor's Property for any reason or cause, the owner of the Grantor's Property shall maintain, at a minimum, such coverage as is necessary to cover the value of the land of the Grantor's Property while no improvements exist thereon.

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To the extent necessary to ensure continued coverage, the Grantor and/or Grantor Parties shall advise the insuring company or companies of the existence of this Agreement.

**B. Insurance and Indemnity by Grantee/Termination Upon Demolition.**

The Grantee or Grantee's successors shall maintain in full force and effect at all times henceforth hazard insurance for the Grantee's Property with sufficient liability coverage so as to cover, at a minimum, the cost of the improvements thereon. If the improvements presently located at on the Grantee's Property (the house located at 4028 Harvey, Western Springs, Illinois) are demolished and removed from the Grantee's Property for any reason or cause, this Agreement shall become null and void and the easement described herein shall cease to exist. Grantee and Grantee Parties shall cooperate in the release and termination of the easement in the public record. Demolition shall be defined as the destruction at any time of more than Fifty percent (50%) of the improvements presently located on the Grantee's Property.

Additionally, Grantee or Grantee's successors shall indemnify and hold Grantor and/or the Grantor Parties harmless for any claim(s) arising out of and/or in connection with the Grantee Parties' use of and/or presence on the Grantee's Access Easement, unless such claim(s) arise from the willful misconduct of the Grantor and/or Grantor Parties.

To the extent necessary to ensure continued coverage, the Grantee Parties shall advise the insuring company or companies of the existence of this Agreement.

10. **No Liens.** No Party shall permit any lien to be filed against the other Party's property or any improvements thereon for any labor or materials in connection with work of any character or for any other reason. In the event of any such lien attaching to the another Party's property, or any improvements thereon, the Party responsible for such lien shall have such lien bonded over to the reasonable satisfaction of the other Party or released within sixty (60) days after receipt of written notice of the existence thereof.

11. **No Warranties; Integration.** The Parties acknowledge and agree that they have not been induced in the making, execution and delivery of this Agreement by any representations, statements, warranties or agreements made by the other. This Agreement embodies the entire understanding of the Parties with respect to the subject matter of this Agreement and there are no further or other agreements or understandings, written or oral, in effect between Grantor and Grantee relating to the express rights, privileges, covenants, conditions, reservations and restrictions set forth herein.

12. **Covenants Run with the Land; Successors and Assigns.** This Agreement, the easements herein granted, and all other rights, privileges, covenants, conditions, reservations and restrictions expressly set forth herein shall be deemed to be covenants running with the land, and shall inure to the benefit of and be binding upon the Parties, and their respective tenants, successors and assigns. Each Party may freely convey its respective properties without restriction, and each Party shall only be liable under this Agreement for events and obligations existing or arising during the period of such Party's ownership of an interest in the Access Easement.

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13. **Notices.** Unless otherwise provided herein, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be served on the Parties at the following addresses:

If to Cody: Adam and Lisa Cody  
4028 Harvey Avenue  
Western Springs, IL 60558

With copies to: Paul M. Rickelman *225 N. Columbus*  
PMR LAW, LLC  
Suite 2302  
Chicago, IL 60601  
[pmr@paulrickelman.com](mailto:pmr@paulrickelman.com)

If to Kultgen: Paul and Christine Kultgen  
4024 Harvey Avenue  
Western Springs, IL 60558

With a Copy to: Michael A. Maciejewski  
Michael A. Maciejewski, Ltd.  
970 Oaklawn Avenue, Ste. 204  
Elmhurst, Illinois 60126  
[mike@mamaorneys.com](mailto:mike@mamaorneys.com)

Any such notices shall be sent by overnight delivery using a nationally recognized courier, in which case notice shall be deemed delivered one (1) business day after deposit, with such courier. Copies may be sent by electronic mail only. Any Party may change its address by giving notice in compliance with this Agreement. Notice of such a change shall be effective only upon receipt.

14. **Entire Agreement.** This Agreement, including any exhibits attached hereto or thereto, shall, when executed and delivered by Cody and Kultgen, constitute the entire agreement between Cody and Kultgen relative to the subject matter hereof. Any other negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this Agreement and shall be of no force or effect. This Agreement may not be amended or modified except in writing executed by both Parties hereto.

15. **Interpretation.** Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both other genders. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Agreement. Time is of the essence. The provisions of this Agreement shall be construed both as covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof. Any exhibits attached hereto are by this reference incorporated herein and made a part hereof.

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16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

17. **No Waiver.** Acceptance by either Party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such Party to enforce all of the terms and conditions hereof. Except as otherwise expressly provided herein, no waiver of any such right hereunder shall be binding unless reduced to writing and signed by the Party to be charged therewith.

18. **Invalidity of Provision.** If any provisions of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court of competent jurisdiction or other qualified tribunal to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by Applicable Law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

19. **Due Authority and Further Acts.** By its execution of this Agreement, each Party certifies that it has all due and requisite authority to execute and deliver this Agreement and to thereafter perform in accordance herewith. In addition to the acts, deeds, instruments and assurances recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, the Parties agree to perform, execute, and/or deliver or cause to be performed, executed and/or delivered all further acts, deeds, instruments and assurances reasonably necessary to consummate the transactions contemplated hereby.

20. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, and the Parties hereto (i) agree that any action or proceeding that is brought to enforce or interpret this Agreement or that concerns or is in any way related to this Agreement shall only be commenced in the courts of the State of Illinois and the County of Cook and (ii) consent to venue and personal jurisdiction in the courts specified in the foregoing subpart (i) of this subsection.

21. **Enforcement.** This Agreement may be enforced by any means or remedy available at law or in equity, including the remedy of specific performance.

22. **Attorneys' Fees.** In the event that any Party initiates legal proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees and other enforcement costs from the non-prevailing party.

23. **The Word "Including".** Used in this Agreement, the word "including" means including, but not limited to.

24. **Preparation of Agreement.** The Parties each represent and agree that this Agreement has been prepared by both Parties, with each having equal input with respect to the terms hereof, and that this Agreement shall not be construed against either Party by reason of them having been responsible for its preparation.

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25. Modification; Waiver. This Agreement shall not be modified, extended or terminated other than as set forth herein, except by an instrument duly signed by all Parties. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

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## GRANTOR SIGNATURE PAGE TO AGREEMENT FOR ACCESS EASEMENT

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

GRANTOR:

Signature: Paul B. Koltse

Printed Name: Paul B. Koltse

Signature: Christine Kultgen

Printed Name: Christine Kultgen

STATE OF ILLINOIS )

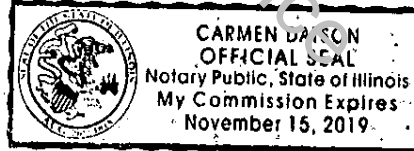
COUNTY OF DuPage )

SS.

I, a Notary Public, in and for the said County, in the State aforesaid, Do Hereby Certify, that Paul & Christine Kultgen personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, pledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this 25<sup>th</sup> day of July, 2017.

Notary Public





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## GRANTEE SIGNATURE PAGE TO AGREEMENT FOR ACCESS EASEMENT

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date first set forth above.

GRANTEE:

Signature:

*Adam Cody*

Printed Name:

Adam Cody

Signature:

*Lisa Cody*

Printed Name:

Lisa Cody

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

I, a Notary Public, in and for the said County in the State aforesaid, Do Hereby Certify, that Adam & Lisa Cody, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, pledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this 12<sup>th</sup> day of July, 20 17.

*[Signature]*  
Notary Public





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## EXHIBIT A

### LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

**PIN:** 08-05-114-012

**Address:** 4024 Harvey Avenue, Western Springs, Illinois

LOT 2 IN MARTIN'S ADDITION TO FIELD PARK, IN THE WEST 1/2 OF SECTION 5,  
TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
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## EXHIBIT B

### LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

PIN: 08-05-114-013

Address: 4028 Harvey Avenue, Western Springs, Illinois

LOT 3 IN MARTIN'S ADDITION TO FIELD PARK, IN THE WEST 1/2 OF SECTION 5,  
TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

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## EXHIBIT C

### PLAT AND LEGAL DESCRIPTION OF THE "ACCESS EASEMENT"

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• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

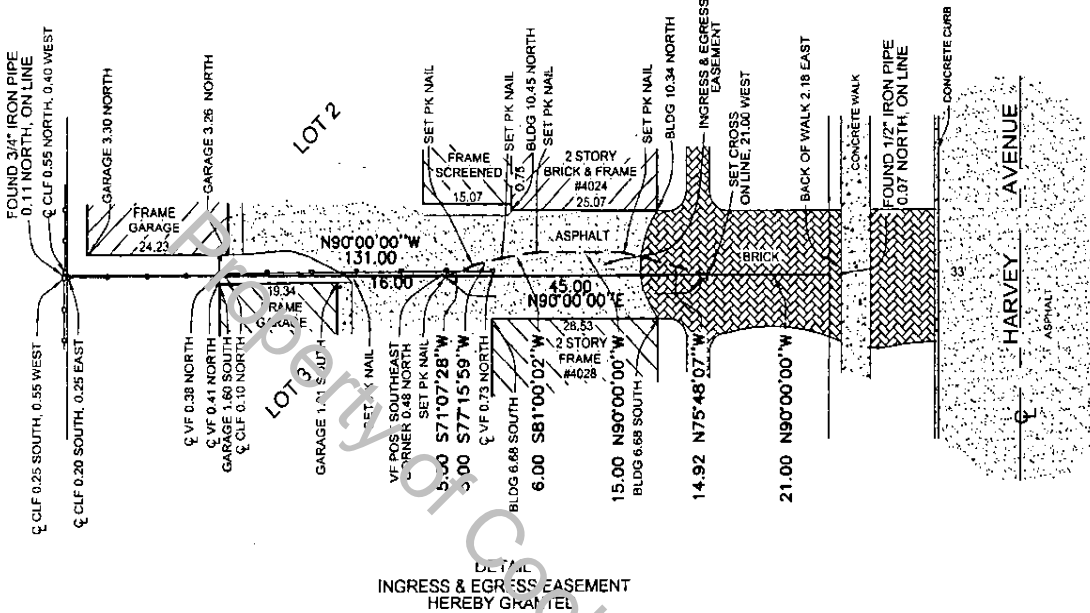


## SCHOMIG LAND SURVEYORS, LTD. PLAT OF SURVEY

909 EAST 31ST STREET  
LA GRANGE PARK, ILLINOIS 60526  
SCHOMIG-SURVEY@SCGLOBAL.NET  
WWW.LAND-SURVEY-NOW.COM  
PHONE: 708-352-1452  
FAX: 708-352-1454

THE COMMON LINE BETWEEN LOTS 2 AND 3 IN BLOCK 8 IN MARTIN'S ADDITION TO FIELD PARK IN THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: LOT 2: # 4024 HARVEY AVENUE, WESTERN SPRINGS.  
LOT 3: # 4028, HARVEY AVENUE, WESTERN SPRINGS.



DETAIL  
INGRESS & EGRESS EASEMENT  
HEREBY GRANTED

THAT PART LOT 2 IN BLOCK 8 IN MARTIN'S ADDITION TO FIELD PARK IN THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF LOT 2; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 2, 21.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 75 DEGREES 48 MINUTES 07 SECONDS WEST, 14.92 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 15.00 FEET; THENCE SOUTH 81 DEGREES 00 MINUTES 02 SECONDS WEST, 6.00 FEET; THENCE SOUTH 77 DEGREES 15 MINUTES 59 SECONDS WEST, 5.00 FEET; THENCE SOUTH 71 DEGREES 07 MINUTES 28 SECONDS WEST, 5.00 FEET TO THE SOUTH LINE OF LOT 2; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF LOT 2, 45.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 114.7 SQUARE FEET, IN COOK COUNTY, ILLINOIS.

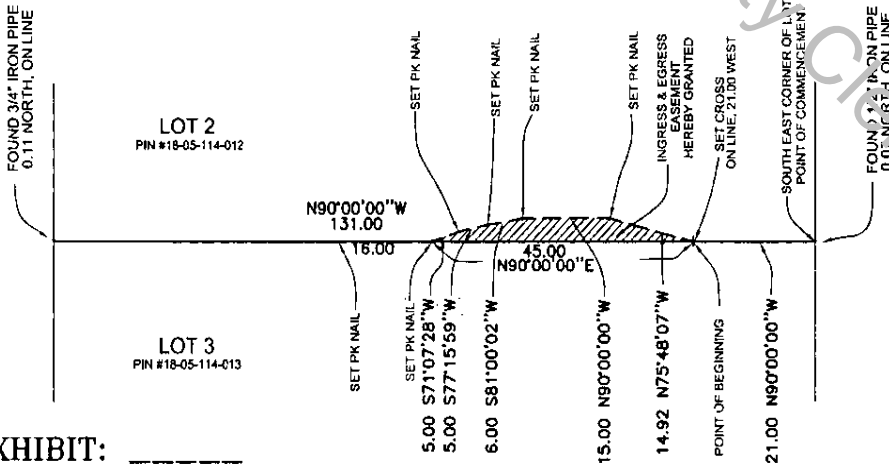


EXHIBIT: \_\_\_\_\_

THE CUSTOMER LISTED BELOW PROVIDED THE LEGAL DESCRIPTION SHOWN HEREON. WE DO NOT GUARANTEE THAT THIS IS THE CORRECT LEGAL DESCRIPTION FOR THE TRANSACTION INTENDED.

IMPORTANT: COMPARE LEGAL DESCRIPTION TO DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY FOR CLARIFICATION OR CORRECTION IMMEDIATELY. UNLESS OTHERWISE NOTED, THIS PLAT DOES NOT SHOW BUILDING LINES OR OTHER RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES.

DO NOT SCALE DIMENSIONS FROM THIS PLAT; THE LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN WITHOUT THE WRITTEN PERMISSION OF SCHOMIG LAND SURVEYORS, LTD. ONLY PLATS WITH AN EMBOSSED SEAL ARE OFFICIAL DOCUMENTS. FIELD WORK WAS COMPLETED PER SURVEY DATE LISTED BELOW. © COPYRIGHT, ALL RIGHTS RESERVED.

SURVEY DATE: MAY 31ST, 2017.

BUILDING LOCATED: MAY 31ST, 2017. FILE: 961349.CRD

ORDERED BY: PAUL KULTGEN

PLAT NUMBER: 942538-21-E & 171507 SCALE: 1" = 20'

LEGEND

- M. = MEASURED DIMENSION
- R. = RECORDED DIMENSION
- C. = CENTER LINE
- C.L.F. = CHAIN LINK FENCE
- V.F. = VINYL FENCE

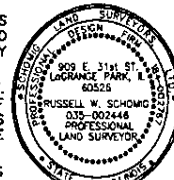
STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

BY: Russell W. Schomig  
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002448



LICENSE EXPIRATION  
11-30-2018

