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Doc#: 190118058 Fee: \$64.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 01/11/2019 10:28 AM Pg: 1 of 9

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**This Document Prepared by
and after Recording Return
To:**

Calvin A. Bernstein
Samuels & Bernstein
700 Osterman Avenue
Deerfield, Illinois 60015

Above Space for Recorder's Use Only

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("*Easement Agreement*") is dated as of the 31 day of October, 2018, and is by and between the Chicago Title Land Trust Company, f/k/a American National Bank and Trust Company of Chicago, a National Banking Association, under the provisions of a certain Trust Agreement dated 20th day of November, 1998, and known as Trust Number 124676-01 ("*CT Land Trust*"), and the Jeffrey Eiserman and Heather Eiserman ("*Eiserman*").

WITNESSETH:

WHEREAS, CT Land Trust is the owner of certain real estate located at 57 Maple Hill Road, in the Village of Glencoe, County of Cook, State of Illinois, and legally described in **Exhibit A** attached to this Easement Agreement ("*Property*");

WHEREAS, Eiserman is the owner of certain real estate located at 75 Maple Hill Road, in the Village of Glencoe, County of Cook, State of Illinois, and legally described in **Exhibit B** attached to this Easement Agreement ("*Property*");

WHEREAS, an existing storm sewer that serves 75 Maple Hill Road, Glencoe, Illinois runs in, upon, over, under, through, along, and across that portion of the Property (the "*Existing Storm Sewer*");

WHEREAS, CT Land Trust desires to relocate the Existing Storm Sewer and install and new storm sewer in, upon, over, under, through, along, and across that portion of the Property, at its expense, so they may construct a new home on the Property;

WHEREAS, Eiserman consents to the relocation of the Existing Storm Sewer as set forth in the attached survey and Utility Plan dated February 1, 2017 and updated with Revision 4, dated October 18, 2017, prepared by Daniel Creaney Company which is attached hereto and incorporated herein as **Exhibit C** ("*Utility Plan*") and agrees to assume all costs and expenses incurred thereafter to operate, and maintain the relocated and new storm sewer and related improvements (collectively, the "*Storm Sewer Improvements*"); and

WHEREAS CT Land Trust and Eiserman desire to enter into this Easement Agreement in order to provide an easement over the Easement Premises to allow for the installation, operation, and maintenance of the Storm Sewer Improvements;

NOW, THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CT Land Trust and Eiserman agree as follows:

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SECTION ONE: RECITALS. The foregoing recitals are fully incorporated into this Easement Agreement.

SECTION TWO: GRANT OF EASEMENT. CT Land Trust shall, at its sole and exclusive expense, relocate the Existing Storm Sewer and install the Storm Sewer Improvements as set forth in the Utility Plan (the "Easement Premises"). Upon completion of the Storm Water Improvements CT Land Trust hereby grants to Eiserman a perpetual, non-exclusive easement to survey, construct, reconstruct, lay, use, operate, maintain, test, inspect, repair, replace, renew, alter, and remove the Storm Sewer Improvements in, upon, over, under, through, along, and across the Easement Premises (the "Work"), together with all reasonable rights of ingress and egress over, along, upon, and across the Easement Premises and the Property necessary for the exercise of the rights granted pursuant to the Easement and this Easement Agreement.

SECTION THREE: PERFORMANCE OF THE WORK. The parties agree that all Work shall be performed and completed in a good, safe, and workmanlike manner, in accordance with all applicable statutes, ordinances, codes, rules and regulations applicable thereto, and all Work shall be at the sole expense of Eiserman.

SECTION FOUR: RESTORATION. After completion of any Work by Eiserman, its authorized agents, servants, employees, or contractors, Eiserman agrees to: (a) replace and grade all topsoil removed by Eiserman; (b) restore all fences, roads, plantings, landscaping, and improvements as nearly as practicable to the condition immediately preceding the Work if damaged or removed by Eiserman as a direct result of the Work; (c) replace any and all sod removed by Eiserman with sod of like quality; and (d) replace any and all natural grass removed by Eiserman by seeding with a good quality seed.

SECTION FIVE: HOLD HARMLESS. Eiserman agrees to save and hold CT Land Trust harmless from all claims, causes of action, suits, damages, or demands that arise directly from: (a) the negligence of the Eiserman or its authorized agents, servants, employees, or contractors in the installation of the Storm Sewer on the Easement Premises; or (b) the operation of the Storm Sewer; provided, however, that this Section Five shall not apply to the extent that any such claims, causes of action, suits, damages, or demands arise as a result of the negligence or willful misconduct of CT Land Trust.

SECTION SIX: RESERVED RIGHTS.

A. CT Land Trust hereby reserves the right to use the Easement Premises and the Property in any manner that will not prevent or interfere in any way with the exercise by Eiserman of the easement rights granted pursuant to this Easement Agreement; provided, however, that CT Land Trust shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises or the Storm Sewer Improvements, nor permit the Easement Premises or the Storm Sewer Improvements to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of Eiserman.

B. CT Land Trust shall have the right to grant other non-exclusive easements over, along, upon, or across the Easement Premises provided, however, that any such other easements shall be subject to this Easement Agreement and the rights granted hereby.

SECTION SEVEN: FURTHER ASSURANCES. CT Land Trust hereby represents and warrants that CT Land Trust shall take all necessary action so that the easements contemplated by this Easement Agreement shall be released from any liens or encumbrances, without limitation, the lien of all

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mortgages, mechanics' lien claims, security agreements, and assignments of rents and leases, and shall execute all such documents as may be reasonably necessary to perfect the CT Land Trust's right, title, and interest therein.

SECTION EIGHT. COVENANTS RUNNING WITH THE LAND. The easements and rights granted in this Easement Agreement, the restrictions imposed by this Easement Agreement, and the agreements and covenants contained in this Easement Agreement shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the Easement Premises and shall be binding upon and inure to the benefit of Eiserman and CT Land Trust and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Easement Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

SECTION NINE. ASSIGNMENT OF RIGHTS. Eiserman agrees that the CT Land Trust may assign its rights or delegate its duties under this Easement Agreement, in whole or in part, without the consent of Eiserman.

SECTION TEN. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Easement Agreement shall be given by the parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 10.A. The address of any party may be changed by written notice to the other parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties shall be addressed to, and delivered at, the following addresses:

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If to CT Land Trust:

Chicago Title Land Trust Company
10 S. LaSalle Street, Suite 2750
Chicago, Illinois 60603
Facsimile: (312) 223-4139

with a copy to:

Calvin A. Bernstein
Samuels & Bernstein
700 Osterman Avenue
Deerfield, Illinois 60015
Facsimile: (847) 433-4740

If to Eiserman:

Jeffrey Eiserman and Heather Eiserman
75 Maple Hill
Glencoe, Illinois 60022

B. Amendment. No amendment or modification to this Easement Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Easement Agreement in accordance with all applicable statutory procedures.

C. Authority to Execute. The CT Land Trust hereby warrants and represents to Eiserman that the persons executing this Easement Agreement on its behalf have been properly authorized to do so by the CT Land Trust hereby warrants and represents to Eiserman that (i) CT Land Trust is the record and beneficial owner of fee simple title to the Easement Premises; (ii) no other person has any legal, beneficial, contractual, or security interest in the Easement Premises; (iii) CT Land Trust has the full and complete right, power, and authority to enter into this Easement Agreement and to agree to the terms, provisions, and conditions set forth in this Easement Agreement and to bind the Easement Premises as set forth in this Easement Agreement; (iv) all legal actions needed to authorize the execution, delivery, and performance of this Easement Agreement have been taken; and (v) neither the execution of this Easement Agreement nor the performance of the obligations assumed by CT Land Trust will (a) result in a breach or default under any agreement to which the CT Land Trust is a party or to which the CT Land Trust or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which CT Land Trust or the Property are subject.

D. Recording. CT Land Trust shall record this agreement against the property and the easement premises with the Office of the Cook County Recorder of Deeds promptly following the full execution of this agreement by the parties.

E. Non-Waiver. CT Land Trust and Eiserman shall be under no obligation to exercise any of the rights granted to each of them in this Easement Agreement. The failure of either party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect either party's right to enforce that right or any other right.

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F. Severability. If any provision of this Easement Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Easement Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Easement Agreement shall not affect the enforceability of that provision in any other situation.

G. Entire Agreement. This Easement Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the Easement granted pursuant to this Easement Agreement.

H. Interpretation. This Easement Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this agreement. Moreover, each and every provision of this Easement Agreement shall be construed as though all parties participated equally in the drafting of this Easement Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Easement Agreement.

I. No Third Party Beneficiaries. No claim as a third party beneficiary under this Easement Agreement by any person shall be made, or be valid, against the CT Land Trust or Eiserman.

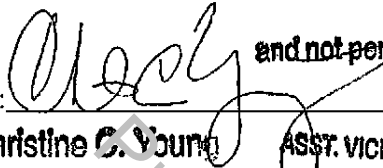
J. Survival. All representations and warranties contained herein shall survive the execution and recordation of this agreement and shall not be merged.

[SIGNATURES ON FOLLOWING PAGE]

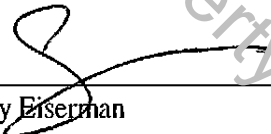
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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

Chicago Title Land Trust Company, f/k/a American National Bank and Trust Company of Chicago, a National Banking Association, under the provisions of a certain Trust Agreement dated 20th day of November, 1998, and known as Trust Number 124676-01

By:  **and not personally**
Christine C. Young ASST. VICE PRESIDENT

Jeffrey Eiserman and Heather Eiserman


Jeffrey Eiserman


Heather Eiserman

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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State of Illinois)
County of Cook) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christine C. Young, 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 signed and delivered the said instrument, as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 6 day of NOV., 2018

Sheila Davenport
Notary Public



State of Illinois)
County of Lake) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffrey Eiserman and Heather Eiserman, 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 signed and delivered the said instrument, as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 29TH day of October, 2018

Janis M. Stafford
Notary Public



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EXHIBIT "A"

08080584

PARCEL 1:

LOT 1 IN MAPLE HILL SHORES, BEING A RESUBDIVISION OF LOT 5 IN BORN'S SUBDIVISION OF LOT "C" (EXCEPT THOSE PARTS THEREOF DEDICATED OR TAKEN FOR HIGHWAY) IN THE SUBDIVISION OF ALL OF LOTS 1 TO 4 AND THE NORTH 24.7 FEET OF LOT 7 AND PART OF LOTS 5 AND 6 ALL IN OWNER'S SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTH 24.7 FEET OF THE EAST 320.25 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 6, ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1977 AS DOCUMENT 23929919, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY WARRANTY DEED FROM OSCAR C. KECKLEY AND ADA J. KECKLEY, HIS WIFE TO EDWARD ZALE DATED DECEMBER 20, 1976 AND RECORDED JANUARY 12, 1977 AS DOCUMENT 23777914 OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 5 IN BORN'S SUBDIVISION OF LOT "C" (EXCEPT THOSE PARTS THEREOF TAKEN OR DEDICATED FOR HIGHWAYS) IN THE SUBDIVISION OF ALL OF LOTS 1, 2, 3 AND 4 AND THE NORTH 24.7 FEET OF LOT 7 AND PART OF LOT 5 AND 6, ALL IN OWNER'S SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (AS PER PLAT RECORDED IN BOOK 81, PAGE 11) AND THE NORTH 24.7 FEET OF THE EAST 320.25 FEET OF THE SOUTHWEST 1/4 OF SECTION 6 IN THE VILLAGE OF GLENCOE, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE EAST A DISTANCE OF 33 FEET; THENCE NORTH A DISTANCE OF 10 FEET; THENCE EAST A DISTANCE OF 7 FEET; THENCE NORTH A DISTANCE OF 130 FEET THENCE WEST 40 FEET; THENCE SOUTH 140 FEET TO THE POINT OF BEGINNING, FOR THE PURPOSE OF INGRESS AND EGRESS (INCLUDING THE PASSAGE OF AUTOMOBILES AND OTHER VEHICLES)

PIN. 05-06-201-102-0000
57 Maple Hill Road, Glenco, IL

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EXHIBIT "G"

LOT 1 IN ABELSON'S SUBDIVISION OF LOT 4 OF BORN'S SUBDIVISION OF LOT "C" (EXCEPT PART THEREOF DEDICATED OR TAKEN FOR HIGHWAYS) IN THE SUBDIVISION OF ALL OF LOTS 1, 2, 3 AND 4 AND THE NORTH 24.7 FEET OF LOT 7 AND PART OF LOTS 5 AND 6 ALL IN OWNER'S SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF GLENCOE, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 05-06-201-083-0000

COMMON ADDRESS: 75 MAPLE HILL ROAD, GLENCOE, ILLINOIS 60022

LP 4987252.1 \ 40094-97504