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Karen A. Yarbrough
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Real Estate Easement Agreement

CT – 21GNW520667RM 3/3 ECA

Prepared by:
Laurence M. Cohen, P.C.
1017 W. Golf Road
Hoffman Estates, IL 60169

And after Recording Mail to:
Laurence M. Cohen, P.C.
1017 W. Golf Road
Hoffman Estates, IL 60169

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REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on February 28, 2022, by and between Sutton Creek Farm, LLC, an Illinois limited liability company ("Grantor"), and Allen Cullen of 17 Creekside Lane, Barrington Hills, Illinois, 60010 hereinafter ("Grantee"). Grantor and Grantee shall collectively be referred to as the "Parties".

Recitals

A. The Grantor is the owner of certain real property commonly known as TLC Farm, 180 Old Sutton Road, Barrington Hills, 60010 and more fully described as follows:

Lot 21 in Sutton Creek, being a subdivision of part of the North 1/2 of Section 21 and part of the Southeast 1/4 of the Southwest 1/4 of Section 16, Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois, (Servient Estate).

B. The Grantee is the owner of certain real property commonly known as:

Lot 17 in Sutton Creek, a subdivision of part of the North 1/2 of Section 21 and an exiguous part of the Southeast 1/4 of the Southwest 1/4 of Section 16, Township 42 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois, ("Dominant Estate").

C. The Grantee desires to acquire certain rights in the Servient Estate.

1. Grant of Easement

For valuable consideration, Grantor hereby grants to Grantee an easement with respect to the following-described portion of the Servient Estate (the "Subject Property"):

THAT PART OF LOT 21 IN SUTTON CREEK DESCRIBED AS FOLLOWS: BEGINNING AT NORTHEAST CORNER OF LOT 21, ALSO BEING THE SOUTHEAST CORNER OF LOT 17, THENCE SOUTH ON A CURVE CONCAVE TO THE EAST A ARCH DISTANCE 49.96, HAVING A RADIUS OF 356.00 FEET TO A IRON PIPE, THENCE SOUTH 00 DEGREES 26 MINIUTES 21 SECONDS EAST, A DISTANCE OF 61.84 FEET TO A IRON PIPE, THENCE SOUTH 89 DEGREES 46 MINIUTES 01 SECONDS WEST, A DISTANCE 420.40 FEET TO A CONCRETE MONUMENT, THENCE NORTH 00 DEGREES 26 MINIUTES 21 SECONDS WEST, 107.00 FEET TO A IRON PIPE, THENCE NORTH 89 DEGREES 33 MINIUTES 39 SECONDS EAST A DISTANCE OF 423.71 FEET TO THE POINT OF BEGINNING BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 21 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. See Survey attached as Exhibit A.

2. Character of Easement

It is the intention of the parties that the foregoing easement (the "Easement") shall benefit the use and enjoyment of the Dominant Estate by providing a Buffer and "No Build" zone on the Subject Property. The Subject Property shall remain a wooded area and the Parties agree to use their best efforts to preserve the privacy, value and aesthetic enjoyed of the Subject Property to Grantee. Notwithstanding the foregoing Grantor shall retain the right to maintain the wooded areas of the Subject Property, plant, trim or remove fallen, diseased or dead trees, bushes, foliage and buckthorn and other invasive species in an effort to be a good steward of the Subject Property and surrounding land.

3. Duration and Binding Effect

The Easement shall endure for 50 years. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. Purpose of Easement

The Easement will benefit the Grantee by providing a "Buffer" and "No Build" zone on the Subject Property.

5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to the provision of a "Buffer" and "No Build" on the Subject Property.

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6. Exclusiveness of Easement

The easement, rights, and privileges granted by the Easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights with respect to the Subject Property.

7. Grantee's Rights and Duties

Grantee shall have the duty to repair and maintain the Subject Property. Grantee shall at all times act to safeguard the Subject Property. Grantee shall have the right to plant, cut and trim trees or shrubbery that may encroach on the Subject Property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises. Grantee shall be responsible for and bear the cost of the recording of this Agreement.

8. Termination

This Agreement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this Agreement at any time. This Agreement shall also terminate if the purposes of the Easement cease to exist, are abandoned by Grantee, or become impossible to perform.

9. Failure to Perform

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the easement shall be of no further effect. However, Grantee shall be provided a written notice of default describing the exact reason for Grantee's default via certified mailing said notice to 17 Creekside Dr., Barrington Hills IL 60010, in which case the Grantee shall have 30 business days from the date of receipt of said correspondence to cure said default. If said default is not cured during this period the Grantor shall provide to Grantee a written demand to execute and record all documents necessary to terminate this Agreement within 60 days. Should Grantee fail or refuse to record such documents; Grantor shall be entitled to bring an action for the purpose of declaring this Agreement to be terminated.

10. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed hereunder. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

11. Attorney's Fees

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

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LEGAL DESCRIPTION

Order No.: 21GNW520667RM

For APN/Parcel ID(s): 01-21-102-004-0000

PARCEL 1:

LOT 21 IN SUTTON CREEK, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 21 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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LEGAL DESCRIPTION

Order No.: 22GNW520670RM

For APN/Parcel ID(s): 01-21-206-013-0000

LOT 17 IN SUTTON CREEK, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 21 AND 1N EXIGUOUS PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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