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\*2218622016\*

PREPARED BY & RETURN TO:

MUCH SHELIST, P.C.  
191 North Wacker Drive, Suite 1800  
Chicago, IL 60606  
Attention: Glenn D. Taxman

Doc# 2218622016 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/05/2022 12:27 PM PG: 1 OF 7

## FIRST AMENDMENT TO AMENDED AND RESTATED EASEMENT AGREEMENT

This First Amendment to Amended and Restated Easement Agreement (“**Amendment**”) is made and entered into as of JUNE 23, 2022 (“**Effective Date**”), by and among the GLENVIEW PARK DISTRICT, an Illinois unit of local government (the “**Park District**”), RJA PROPERTY HOLDINGS LLC, an Illinois limited liability company (“**RJA**”), ABT ELECTRONICS, INC., an Illinois corporation (“**Abt**”); together with RJA are sometimes referred to collectively as “**Abt Group**”), and DAVID PROPERTY, LLC, an Illinois limited liability company (“**DP**”). Park District, RJA, Abt and DP sometimes may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

### RECITALS:

A. The Parties previously entered into that certain Amended and Restated Easement Agreement, dated October 24, 2019, and recorded with the Cook County Recorder of Deeds on January 28, 2020, as document number 2002813010 (the “**Easement Agreement**”);

B. Abt Group, seeking to address security concerns occurring on Abt Property and the RJA Property, installed security gates on Zenith Drive that could potentially interfere with the rights granted to the Park District and, accordingly, the Parties now wish to address this situation and set forth additional terms in the spirit of improved cooperation and communication;

C. The Park District is prepared to allow Abt Group to retain and operate these gates as set forth herein on the condition that they remain unlocked and, as provided herein, that the Park District be allowed to install comparable gates under the Easement Agreement should it need to do so in the future; and

D. To address both items set forth in Recitals B and C above, the Parties desire to amend the Easement Agreement as set forth in this Amendment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated into and made part of this Amendment.
2. Installation and Operation of Gates. Notwithstanding anything to the contrary contained in the Easement Agreement:

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A. Abt Group has the unfettered right, at its sole cost and expense (not to be included as Ongoing Obligations), to install, maintain, repair and replace two (2) gates located at approximately the (i) eastern end of the Zenith Drive Easement Area within Location C, and (ii) western end of the Zenith Drive Easement Area within Location C and/or the northern end of the CPW Easement Area, all as depicted in attached and incorporated **Schedule 1** (collectively, the “**Abt Gates**”). The Abt Gates purpose is to deter pedestrians and/or vehicles from entering Abt Group Property and to ensure the safety of vehicles and Abt Group Property. The Abt Gates: (i) shall remain unlocked at all times; and (ii) are allowed to be in a closed position only within the hours of midnight to 5:00am, Glenview time (the “**Closure Hours**”) unless otherwise agreed to in writing by the Park District with at least 48 hours’ notice. Notwithstanding the Closure Hours, the Park District is free to continue its use of all such areas; and

B. The Park District has the unfettered right in the future, at its sole cost and expense, to install, maintain, repair and replace security gates as necessary to address specific concerns of the Park District (collectively, the “**District Gates**”). If and when the Park District has determined the need for the District Gates and determined the specific locations of the District Gates, the Park District shall provide such information to Abt Group for Abt Group’s prior written consent, not to be unreasonably withheld, delayed or conditioned. Once the location of the District Gates has been approved by Abt Group, such information shall be added to this Amendment as Schedule 2. If and when installed, the District Gates: (i) shall remain unlocked at all times; and (ii) are allowed to be in a closed position only during the Closure Hours unless otherwise agreed to in writing by Abt Group with at least 48 hours’ notice. Notwithstanding the Closure Hours, Abt Group is free to continue its use of all such areas.

C. Locking any of the Abt Gates or District Gates at any time shall constitute a material breach of the Easement Agreement by the party locking them.

### 3. Miscellaneous.

- (a) The provisions of this Amendment will benefit and burden the Properties, and run with the land for their benefit.
- (b) This Amendment will inure to the benefit of and be binding upon any owner, tenant or occupant of each Property, and their respective legal representatives, heirs, successors and assigns.
- (c) All capitalized terms that are not defined in this Amendment will have the definitions given to them in the Easement Agreement.
- (d) Abt Group shall cause this Amendment to be recorded with the Cook County, Illinois, Recorder of Deeds.
- (e) In the event of a conflict between the terms of the Easement Agreement and the terms of this Amendment, the terms of this Amendment will control. Except as otherwise amended by the terms and conditions of this Amendment, the Easement Agreement remains unmodified and in full force and effect.
- (f) This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature/Notary pages follow.]





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*[Signatures Continued from Preceding Page]*

ABT:

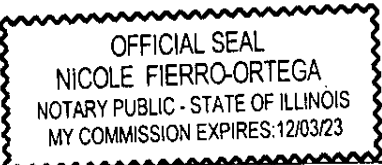
**ABT ELECTRONICS, INC.,**  
an Illinois corporation

By: \_\_\_\_\_  
Name: Richard Abt  
Title: Co-Resident

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that RICHARD ABT, an authorized signatory of **ABT ELECTRONICS, INC., an Illinois corporation**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized signatory, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10 day of JUNE, 2022.

[SEAL]  \_\_\_\_\_  
Notary Public

*[Signatures Continue on Following Page]*





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## SCHEDULE 1

Depiction of the Approximate Locations of the Abt Gates

