

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:

Simpson Dattilo LLC  
3416 Harlem Ave  
Riverside, IL 60546

AFTER RECORDING RETURN TO:

Seong McGarry  
898 Bridlegate Ln.  
Northfield, IL  
60093



Doc# 2222457002 Fee \$88.00

SHSP FEE: \$9.00 RPRF FEE: \$1.00

MAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/12/2022 10:11 AM PG: 1 OF 9

[The above space for Recorder's Office]

## DRAINAGE REMOVAL EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made as of this 24 day of June, 2022, by and between Seong P. McGarry as Trustee of Seong P. McGarry Declaration of Trust dated February 6, 2014, whose address is 898 Bridlegate Lane, Northfield, IL (the "Grantor"), and Kathleen W. Wirtz and John H. Slubowski, whose address is 900 Bridlegate Lane, Northfield, IL (the "Grantee"). The Grantor and the Grantee collectively referred to herein as the "Parties" and singularly as "Party".

Grantor is the owner of a tract of land as shown in Exhibit A, attached hereto and made a part hereof (collectively, the "Grantor's Property").

Grantee is the owner of a tract of land legally described in Exhibit A, attached hereto and made a part hereof (collectively, the "Grantee's Property"). FOR AND IN CONSIDERATION OF Ten and 00/100 dollars (\$10.00), in hand paid, and other good and valuable consideration allowed by the Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, releases, conveys, assigns and quitclaims unto the Grantee, its successors and assigns, the following easement:

A perpetual easement for the removal of an existing, and installation of a new, underground sanitary sewer (the "Facilities") is hereby granted to the Grantee and its respective successors and assigns, which in the past served the Grantees' Property (the "Sewer Easement") in, under, across, along and upon the area of the Grantor's Property described in Exhibit B ("Easement Area"), together with the right to excavate and to clear obstructions from the surface and subsurface of the Easement Area as may be reasonably required incident to the rights herein given and the right to enter upon the Grantor's Property, including the Easement Area for all such purposes. After removal of the Facilities, the portion which serves Grantee's property only, the grade of the Grantor's Property shall not be altered in a

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manner so as to interfere with the proper operation and maintenance of Facilities and the Easement Parcels. The removal and installation of the Facilities will be done by the Grantee, at the cost and expense of the Grantee. Furthermore, Grantee shall restore the Grantor's landscaping and roadway to its prior existing condition, following said removal and installation. TO HAVE AND TO HOLD the above Easements and the rights and use thereof as follows:

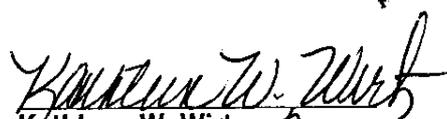
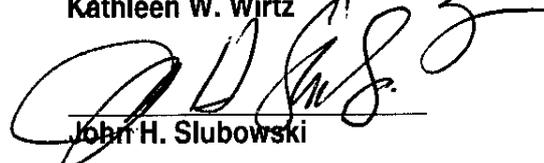
1. The Easement herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interests herein contained or provided shall be likewise binding upon and shall inure to the benefit of the Parties hereto, their respective heirs, executors, successors, grantees, lessees and assigns.
2. The Grantee, at its cost and expense, shall record this Agreement (as to both Properties) in the Office of the Recorder of Deeds of Cook County.
3. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Illinois.
4. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. Grantee agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Grantor and the Grantor's successors and assigns from and against damages, liabilities, costs, and expenses (including attorneys' fees) where recoverable by law arising out of or resulting from Grantee's continued or discontinued use of the Easement Area.
6. Grantee further waives and releases any and all claims for damages or any other relief it has or may have against the Grantor and the Grantor's successors and assigns, on account of Grantor's entry into this Easement Agreement and Grantee's use of the Easement Area.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day, month and year first above written.

GRANTORS:

  
 Seong P. McGarry, TTEE

GRANTEES:

  
 Kathleen W. Wirtz  
  
 John H. Slubowski

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STATE OF ILLINOIS

SS.

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that KATHLEEN W. WIRTZ and JOHN H. SLUBOWSKI, are personally known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration expressed therein.

Given under my hand and official seal this 30<sup>TH</sup> day of JUNE, 2022.

Notary Public



My Commission Expires: 2/24/26

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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STATE OF ILLINOIS

SS.

COUNTY OF COOK

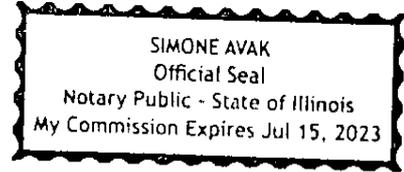
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that SEONG P. McGarry is personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has executed the same for the purposes and consideration expressed therein.

Given under my hand and official seal this 24<sup>th</sup> day of June, 2022.

[Signature] July 15, 2023  
My Commission Expires:

Notary Public

*Property of Cook County Clerk's Office*



COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
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## EXHIBIT A

### LEGAL DESCRIPTION

**Grantor Parcels:**

04-13-303-060-0000

LOT 2 IN BRIDLEGATE SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Grantee Parcel:**

04-13-303-059-0000

PARCEL 1: LOT 1 IN BRIDLEGATE SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY DEED FROM GLEN VIEW STATE BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER AGREEMENT DATED SEPTEMBER 17, 1945 KNOWN AS TRUST NO. 1143 TO RONALD M. SMITH AND R. SHARON SMITH, HIS WIFE, DATED DECEMBER 14, 1976 AND RECORDED JANUARY 31, 2977 AS DOCUMENT 23804982, IN COOK COUNTY, ILLINOIS

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## EXHIBIT B-LOCATION OF EASEMENT AREA

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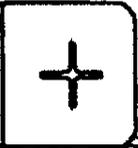
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04-13-303-081

04-13-303-060

04-13-303-059

04-13-303-084

BRIDLEGATE LN

04-

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