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AGREEMENT AS TO USE OF EASEMENT

95164473

This Agreement is made between THE GLENVIEW WEST CONDOMINIUM ASSOCIATION and QUINLAN PLACE CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation.

WHEREAS, THE GLENVIEW WEST CONDOMINIUM ASSOCIATION (hereinafter referred to as "GLENVIEW WEST") is the governing body and represents all the unit owners of THE GLENVIEW WEST CONDOMINIUM, established pursuant to the Illinois Condominium Property Act, and pursuant to said statute has the powers and responsibilities in the "General Not-For-Profit Corporation Act of 1986"; and

WHEREAS, GLENVIEW WEST is the owner of, or is the entity which represents all the legal owners of all of the units, common elements and underlying land of the real estate located at 4202-4208 Central Road, Glenview, Illinois, and legally described as "Parcel 1" on Exhibit A attached hereto and made a part hereof; and

WHEREAS, QUINLAN PLACE CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation (hereinafter referred to as "QUINLAN PLACE") established pursuant to the Illinois Condominium Property Act and is the owner of, or is the entity which represents all the legal owners of all of the units, common elements and underlying land of the real estate located at 4201-4203 Quinlan Road, Glenview, Illinois, and legally described as "Parcel 2" on Exhibit A attached hereto and made a part hereof; and

WHEREAS, on April 5, 1953, a certain Royall E. Quinlan and Hazel A. Quinlan, his wife, conveyed an easement for ingress and egress to a certain Louis M. Davidsen and Edith H. Davidsen, his wife, by deed dated April 5, 1953 and registered on April 7, 1953 in the

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OK per Dave Compton

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Office of the Registrar of Titles of Cook County, Illinois, as Document LR 1455067. Said easement for ingress and egress is legally described as follows:

Easement for ingress and egress over the West 30 feet of the East 179.6 feet of the North 250 feet of the South 290 feet of the West 30 acres of the South 1/2 of the South East 1/4 of Section 32, Township 42 North, Range 12, East of the Third Principal Meridian, situated in the Township of Northfield, County of Cook, State of Illinois;

and

WHEREAS, GLENVIEW WEST and QUINLAN PLACE are the successors in interest of Royal E. Quinlan and Hazel A. Quinlan, his wife, and Louis M. Davidsen and Edith H. Davidsen, his wife, in and to the said properties and easement for ingress and egress; and

WHEREAS, the East 15 feet of said easement for ingress and egress runs over and across the West 15 feet of the land owned by GLENVIEW WEST as the servient estate and runs North and South over and across said West 15 feet a distance of approximately 250 feet from Central Road on the South to Quinlan Place on the North as the dominant estate; and

WHEREAS, QUINLAN PLACE has surfaced the easement with asphalt, and the roadway has been designated as a private road known as "Quinlan Road"; and

WHEREAS, the parties hereto now desire to revise the easement terms.

NOW THEREFORE, in consideration of the covenants and agreements herein set forth and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the easement for ingress and egress set forth in the above described deed as follows for all purposes:

1. The owners of GLENVIEW WEST shall continue to have all rights to concurrent use of the land subject to the above described easement; shall have the right for reasonable ingress and egress on and across said easement (hereinafter referred to as "Quinlan Road") to gain access to the rear of the buildings commonly known as 4204 Central Road and 4206 Central

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Road, Glenview, Illinois; and shall have the right to temporarily park vehicles on the East side of Quinlan Road for reasonably short periods of time for the purpose of making and receiving deliveries to, and moving in and out of, the buildings located on Parcel 1 and commonly known as 4204 and 4206 Central Road. Vehicles temporarily parked for such purposes will be parked in a non-blocking manner so as not to interfere with or prevent QUINLAN PLACE's use of the easement.

2. The parties agree there will be no overnight parking on Quinlan Road under any circumstances whatsoever.

3. QUINLAN PLACE, its unit owners, successors in interest and assigns, shall be solely responsible for maintaining, cleaning, removing snow from, repairing, resurfacing and replacement of the asphalt of Quinlan Road, and the maintenance of the storm sewer constructed under Quinlan Road as necessary at QUINLAN PLACE's sole expense. It is further agreed that when snow is removed from Quinlan Road, it will not be plowed in such a way as to block the sidewalk or parking spaces serving GLENVIEW WEST which are currently located on the East side of Quinlan Road.

4. QUINLAN PLACE, its unit owners, successors in interest and assigns, shall be solely responsible for trimming and maintaining the bushes currently planted along the East side of Quinlan Road at QUINLAN PLACE's sole expense.

5. QUINLAN PLACE hereby agrees and consents to GLENVIEW WEST's keeping and maintaining the sidewalk and utility boxes currently located on the East side of the easement East of the pavement of Quinlan Road. GLENVIEW WEST, its unit owners, successors in interest and assigns, shall be solely responsible for maintaining, cleaning, removing snow from, repairing, resurfacing and replacing said sidewalk and utility boxes. GLENVIEW WEST, its

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owners, successors in interest and assigns further agrees that it will not remove or plow snow in such a way as to block access to Quinlan Road or to QUINLAN PLACE.

6. The parties agree that no signs will be erected along the roadway stating "no parking" or "no parking, fire lane". If at a future date the fire department or local government agency serving the properties desire to erect such "no parking, fire lane" sign, the parties agree said sign should be located along the West side of Quinlan Road, or in the alternative, that the only signs to be erected would state "loading zone only", or words to that effect.

7. Each party hereto shall be responsible for carrying its own liability insurance in such amounts that it deems appropriate covering itself against any damages or injuries any person may sustain as a result of his or her use of Quinlan Road.

8. This Agreement and the covenants and agreements contained may be amended by written agreement between the parties, their successors in interest or their assigns, and shall continue perpetually until expressly terminated by written agreement between the parties, their successors in interest or their assigns.

9. This Agreement and the covenants contained herein shall run with the land and is made expressly for the benefit of, and shall be binding on, the unit owners, heirs, personal representatives, successors in interest, and assigns of the respective parties.

10. This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. 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 or their successors in interest and assigns.

11. 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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QUINLAN PLACE CONDOMINIUM ASSOCIATION and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such president he duly signed said instrument for and on behalf of said association for the uses and purposes therein set forth.

Given under my hand and notary seal, this 8th day of February,

1995

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Rhoda Stern
Notary Public

This instrument prepared by Jay A. Slutzky, 7749 N. Milwaukee, Niles, IL 60714



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EXHIBIT A

Parcel 1:

The North 250.0 feet of the South 290.0 feet of the East 164.60 feet of the West 30 acres of the South 1/2 of the Southeast 1/4 of Section 32, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Property Address - 4202-4208 Central Road, Glenview, IL 60025

Permanent Index No. 04-32-402-054-0000

Parcel 2:

The North 125 feet of the South 415 feet of the East 164.60 feet of the West 30 acres of the South 1/2 of the Southeast 1/4 of Section 32, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois;

Property Address - 4201-4203 Quinlan Road, Glenview, Illinois 60025

Permanent Index No. 04-32-402-010-0000



RETURN TO:
JAY A. SLUTZKY, ATTORNEY AT LAW
7749 N. Milwaukee Avenue
NILES, ILLINOIS 60714

COOK COUNTY
CLERK'S OFFICE
JANE WHITE

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