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1-9-95
DMN:11

44761:EASEMENT.AGR

GRANT OF EASEMENT AND AGREEMENT

THIS AGREEMENT is made between Robert D. Richter and Cheryl Richter, married to each other, 615 Lincoln Ave., Glencoe, Illinois ("Richters") and Andrew Lappin and Diane Lappin, married to each other, 630 Lincoln Ave., Glencoe, Illinois ("Lappins").

The Richters are the owners of that certain parcel of real estate commonly known as 615 Lincoln Ave., Glencoe, Cook County, Illinois (herein referred to as "Richters' Property") legally described as follows:

PARCEL ONE

Lot 2 in Bryant's Subdivision, being a part of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 42 North, Range 12, East of the Third Principal Meridian, in the Village of Glencoe, according to the plat thereof recorded February 19, 1953, as Document 15550581 in Cook County, Illinois.

PARCEL TWO

Easement for ingress and egress and public utilities as shown on plat of Bryant's Subdivision aforesaid (except that part of said easement falling within said Lot 2).

PIN: 04-12-208-015

DEPT-01 RECORDING \$37.00
#0012 TRAN 3011 03/14/95 13:20:00
#221: JM *-95-171413
COOK COUNTY RECORDER

The Lappins are the owners of that certain parcel of real estate commonly known as 630 Lincoln Ave., Glencoe, Cook County, Illinois (herein referred to as "Lappins' Property") legally described as follows:

PARCEL ONE:

Lot 3 in Bryant's subdivision of part of the North 1/2 of the South East 1/4 of the North East 1/4 of Section 12, Township 42 North, Range 12, East of the Third Principal Meridian, according to plat thereof recorded February 19, 1953 as document 15550581 (except from said Lot 3 all that part of the East 20 feet thereof lying South of the Northerly line extended of Lincoln Avenue, dedicated for

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3700

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street purposes by document 14133454 recorded August 29, 1947), in Cook County, Illinois.

PIN: 04-12-208-014

PARCEL TWO:

Lot 14 in addition to Glencoe Estates Subdivision, being a subdivision of part of the North 1/2 (except the East 420.0 feet thereof) of the South East 1/4 of the North East 1/4 of Section 12, Township 42 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded January 4, 1954 as document 15804128, in Cook County, Illinois.

PIN: 04-12-208-036

The above properties are adjacent to each other and share several common boundary lines including a portion of the boundary line which forms the west and southwest boundary of Richter's Property and the east and southeast boundary of Lappin's Property.

An existing driveway across Richter's Property provides ingress and egress to Lincoln Avenue from both Richter's Property and Lappin's Property. There heretofore has been no recorded easement covering that portion of the driveway located on the Richter's Property.

There currently exists the following recorded easements on the Lappin's Property which provide ingress and egress for the Richters and other property owners who have one or more common boundary lines with the Lappin's Property: (i) Grant of Easement recorded as Document number 15550580; (ii) Grant of Easement and Agreement recorded as Document number 15991660; (iii) Easement contained in Warranty Deed recorded as Document number 15334773; (iv) Grant of Easement contained in Warranty Deed recorded as Document number 15461097; (v) Easement contained in Agreement recorded as Document

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number 15689551; and (vi) Easement contained in Indenture recorded as Document number 15466393.

The Lappins are desirous of obtaining from the Richters a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress in favor of and appurtenant to the Lappin's Property and the Richters have agreed to grant to the Lappins a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress in favor of and appurtenant to the Lappin's Property.

Now, therefore, in consideration of the payment of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration given by the Lappins to the Richters, the receipt and sufficiency is hereby acknowledged, the Richters, their heirs, successors and assigns (collectively "Grantors") hereby grant to the Lappins, their heirs, successors and assigns, their servants, tenants, invitees and licensees (collectively "Grantees"), for the purpose of vehicular and pedestrian egress from and ingress to Lappin's Property to and from Lincoln Avenue, a perpetual non-exclusive easement running with the land over, above and across the following described property:

Beginning at a Westerly corner of Lot 2 in Bryant's Subdivision (recorded February 19, 1953 as Document No. 15550581), distant 107.31 feet South of the Northwest corner of said Lot 2; thence East parallel to the North line of said Lot 2, 26.0 feet, more or less; thence Southeasterly along a curved line, concave Southwesterly (which curved line forms the Northeasterly edge of the existing asphalt driveway pavement as shown on the Plat of Survey by North Shore Survey, Ltd. dated September 14, 1991 as Order No. 25682-R) to said curved line's intersection with the Southerly line of said Lot 2 at a point 47 feet, more or less, Westerly of the Southeasterly corner of said Lot 2; thence Westerly along the

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Southerly line of said Lot 2 to the point of intersection with the Southwesterly edge of the existing asphalt driveway pavement; thence Northwesterly along a curved line (which curved line forms the Southwesterly edge of the existing asphalt driveway pavement as shown on the aforesaid Plat of Survey) to the point where said curved line intersects the Southwesterly line of said Lot 2, thence Northwesterly along said boundary line to the point of beginning, all in the Village of Glencoe, Cook County, Illinois. Four foot wide areas on either side of said easement may be entered upon for the purposes of maintenance and repair.

described as the Easement For Ingress And Egress (hereinafter "Easement Tract") in Exhibit A attached hereto and made a part hereof, hereby releasing and waiving all rights of homestead under and by virtue of the laws of the State of Illinois. The parties hereto agree that the grant of easement shall include the right of Grantors and Grantees to enter upon the Easement Tract and a 4' wide strip of land on either side of and immediately adjacent to the Easement Tract for purposes of performing the maintenance, repair and repaving of the black topped surface hereinafter described. The parties hereto hereby covenant and undertake for themselves, their respective heirs, successors and assigns, that they shall not at any time in any manner, whether by parking or otherwise, obstruct the Easement Tract except at such time as such obstruction is made necessary due to repairs or other necessary improvements. The parties hereto further covenant and undertake, for themselves, their respective heirs, successors and assigns, to the extent that the Easement Tract is partially at the date of this instrument improved with a black topped surface, to pay at all times their respective fair and proportionate share of the cost and expense of maintenance including snow removal, repair and

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repavement of said black topped surface. If said Easement Tract is damaged by one of the parties hereto, said party shall bear the entire cost of repairing such damage.

If the Richters, or their heirs, successors and assigns, intend to construct any improvements or take any action with respect to the Easement Tract which may be inconsistent with the easement granted herein, the Richters shall have the right, at their sole cost and expense, to relocate the Easement Tract, provided however, that (a) such relocation is done in a timely manner, (b) the width of the Easement Tract remains the same as on the date hereof, and (c) the utility of the easement to the Lappins' Property is not diminished as a result of such relocation.

Each party hereto, their respective grantees, successors and assigns ("Indemnitors"), shall indemnify and hold harmless the other party hereto, their respective grantees, successors and assigns ("Indemnitees"), from and against any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) incurred by any Indemnitee arising out of or in connection with any and all claims and demands of third persons including, but not limited to, claims and demands for death, personal injury, and property damage, arising out of the use of the Easement Tract by any Indemnitor or their servants, tenants, invitees and licensees. This indemnification shall only apply to the respective Indemnitors for claims arising out of occurrences taking place during the period of time that such Indemnitor was the legal, equitable or beneficial owner of one of the parcels of

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property served by the Easement Tract and there shall be no indemnification claim against any Indemnitor for occurrences arising at a time when such Indemnitor was not the legal, equitable or beneficial owner of one of the parcels of property served by the Easement Tract.

This Agreement may be amended only by an instrument signed by the then owners of the Lappins' Property and the Richters' Property, which amendment shall be filed for record in the Office of the Recorder of Deeds for the county in which the Easement Tract is located.

In witness whereof the parties hereto have executed this Grant of Easement and Agreement this 1st day of March, 1995.

[Signature]
ROBERT D. RICHTER

[Signature]
ANDREW LAPPIN

[Signature]
CHERYL RICHTER

[Signature]
DIANE LAPPIN

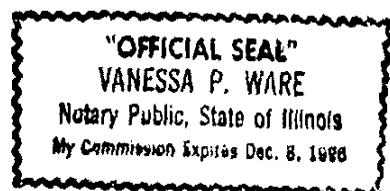
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert D. Richter Cheryl Richter 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given my hand and official seal this 10th day of January, 1995.

My commission expires: Dec 8, 1996

[Signature]
Notary Public



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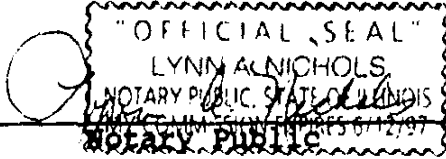
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Andrew Rappin and Wayne personally known to me to be the same person whose name is all Rappin subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given my hand and official seal this 1st day of March, 1995.

My commission expires: _____



This document was prepared by and, after recording should be returned to:

David M. Nelson
McKenna, Storer, Rowe, White & Farrug
200 N. LaSalle Street, Suite 3000
Chicago, Illinois 60601-1083
(312) 558-3900
Recorder's Office Box No. 159

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BOX 333-CTI

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BOX 333-011

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01/14/95

CONSENT OF MORTGAGEE

St. Paul Federal Bank for Savings, mortgagee, hereby approves and consents to the granting of the easement contained herein, to which this statement shall become a part, and the recording of such easement in the records of the Cook County Recorder.

Date: March 1, 1995

ST. PAUL FEDERAL BANK FOR SAVINGS
6700 W. North Avenue
Chicago, IL 60656

Catherine Boushay

Catherine Boushay
Loan Services Manager

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State of Illinois,

Cook County ss.

I, The Undersigned,

a Notary Public in and for said County and State, do hereby certify that

Catherine Boushey

personally known to me to be

the same person(s) whose name(s)

subscribed to the foregoing instrument, appeared before me this day

in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the purposes and therein set forth.

Given under my hand and official seal, this

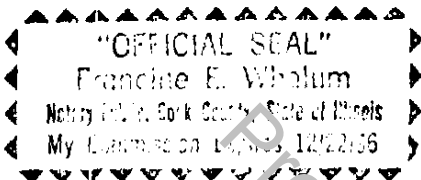
1st

day of March

, 1995.

My commission expires:

Francine E. Whalum
Notary Public



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