

Prepared by

~~Commonly owned by and after recording return to~~

Robert G. Goldstein

COOK COUNTY RECORDER

99266328

150/0004 82 002 Page 1 of 14  
1999-03-17 10:30:28  
Cook County Recorder



16970 (10/1)

Levenfeld, Eisenberg  
Janger & Glasberg  
33 West Monroe Street  
21st Floor  
Chicago, Illinois 60603

BRIDGEVIEW OFFICE  
TICOR TITLE

EASEMENT AGREEMENT AND  
PARTIAL VACATION OF EXISTING EASEMENT

THIS EASEMENT AGREEMENT AND PARTIAL VACATION OF EXISTING EASEMENT (this "Agreement") is made as of MARCH 16, 1999, by and between EDWARD W. LOWENBAUM ("Owner") and KENNETH AND LAURA ULRICH ("Neighbor") has reference to the following:

FM 408190

WHEREAS, Owner is the ~~contract purchaser~~ <sup>Legal Title holder</sup> to a certain parcel of land in Glencoe, Illinois which is commonly known as 269 South Lane, Glencoe, Illinois and which is legally described on EXHIBIT A ("Owner's Property");

WHEREAS, Neighbor is the legal title holder to a certain parcel of land in Glencoe, Illinois which is commonly known as 277 South Lane, Glencoe, Illinois and which is legally described on EXHIBIT A ("Neighbor's Property", "Neighbor's Property" and Owner's Property are sometimes collectively referred to as the "Properties" or individually referred to as a "Property").

WHEREAS, the Owner's Property is adjacent to and southwesterly of the Neighbor's Property as depicted on the Survey which is attached hereto as EXHIBIT B (the "Survey");

WHEREAS Owner has agreed to allow Neighbor (i) to construct its driveway over a portion of Owner's property; and (ii) to utilize a portion of Owner's property to facilitate the turnaround of vehicles, collectively such portions are legally described in Section 1 of this Agreement and shall be defined as the "Driveway Portion";

WHEREAS, Neighbor desires to have access over a portion of the northern corner of Owner's Property to park motor vehicles and to otherwise allow for such vehicles' ingress, egress and maneuvering which portion is legally described in Section 2 of this Agreement (the "Parking Portion")

WHEREAS, Neighbor currently has rights to ingress and egress across the northern 15 feet of Owner's Property as depicted on the Survey pursuant to that certain easement agreement (the "Current Easement") recorded September 20, 1944 as document

THIS INSTRUMENT IS BEING RE-RECORDED TO ADD THE LENDER'S CONSENT.

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number 13359977 and re-recorded on October 24, 1947 as document number 14176724, and Owner and Neighbor desire to reduce the current Easement to allow for a 5 foot easement for pedestrian traffic and bicycle riding (the "Remaining Easement," collectively, the Parking Portion, the Driveway Portion and the Remaining Easement as referred to herein as the "Easement Portions");

WHEREAS, Owner and Neighbor desire to, (a) grant Neighbor an easement over the Driveway Portion more specifically described below, (b) grant Neighbor an easement over the Parking Portion more specifically described below, and (c) vacate a portion of Neighbor's easement rights as granted under the Current Easement,

WHEREAS, the Owner and Neighbor wish to more fully set forth their agreements with respect to the above in this Agreement

NOW, THEREFORE, in consideration of the above, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Owner and Neighbor hereby agree as follows

SECTION 1 *Ingress and Egress Easement over the Driveway Portion*

Owner hereby grants, gives and conveys to Neighbor and its successors and assigns, as an easement appurtenant to the Neighbor's Property, a non-exclusive, irrevocable and perpetual easement for ingress and egress over, upon and across the Driveway Portion of Owner's Property solely to provide access for motor vehicle and pedestrian traffic, onto Neighbor's Property, including turnaround of vehicles, within Driveway Portion as depicted on the Survey and is legally described as follows.

That part of Lot "B" in the Resubdivision of parts of Lots 8, 9, 10 and 11, in Block 1 in "Glencoe", in the Northeast quarter of Section 7, Township 42 North, Range 13 East of the Third Principal Meridian, according to the plat of said resubdivision recorded November 13, 1947 in Book 3, S of records, page 28 therein, as Document #14191235, described as lying northeasterly of a straight line drawn from a point in the Northeasterly line of said Lot "B", said point being 20.50 feet Northwesterly of the North corner of the East line of said Lot "B", to a point on said East line of Lot "B" which is 8.00 feet South of the aforesaid North corner of the East line of said Lot "B", all in the Village of Glencoe, Cook County, Illinois.

SECTION 2 *Ingress and Egress Easement over the Parking Portion*

Owner hereby grants, gives and conveys to Neighbor and its successors and assigns, as an easement appurtenant to the Neighbor's Property, an exclusive, irrevocable and perpetual easement for ingress and egress over, upon and across the Parking Portion of the Owner's Property to facilitate parking, maneuvering, and other motor vehicle traffic on Neighbor's Property, including the right to pave or otherwise resurface the Parking Portion and to erect a fence between the Parking Portion and the remainder of the Owner's Property, the design and

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material of such fence shall be mutually agreed upon by both parties, which Parking Portion is depicted on the Survey and is legally described as follows:

That part of Lot 'B' in the Resubdivision of parts of Lots 6, 9, 10 and 11, in Block 1 in "Glencoe", in the Northeast quarter of Section 7, Township 42 North, Range 13 East of the Third Principal Meridian; according to the plat of said resubdivision recorded November 13, 1947 in Book 368 of records, on page 28 therein, as Document #14191235, described as follows: Beginning at the most Northerly corner of said Lot "B", thence Southeasterly along the Southeasterly line of said Lot "B", 23.00 feet, thence Southwesterly 13 feet, more or less to a point, thence Northeasterly 20.00 feet to a point in the Northwesterly line of said Lot "B", 12.00 feet southwesterly of the most Northerly corner of said Lot "B", thence Northeasterly along the Northwesterly line of Lot "B" to the point of beginning.

SECTION 3 *Vacation of a Portion of Current Easement* Owner and Neighbor hereby agree that the south 10 feet of Neighbor's rights to ingress and egress over the Owner's Property as created by [redacted] resulting from the Current Easement shall be hereby forever vacated, terminated and released and forever null and void. Owner and Neighbor agree that Neighbor shall retain 5 feet of the Current Easement (which 5 foot portion shall be referred to herein as the "Remaining Easement"), which Neighbor shall continue to use for ingress and egress.

The northwesterly 5.00 feet of lot "B" in the resubdivision of parts of lots 6, 9, 10 and 11 in block 1 in Glencoe, in the northeast 1/4 of Section 7, Township 42 north, range 13 east of the third principal meridian, in Cook County, Illinois

SECTION 4 *Reservation of Rights By Owner* Subject to the terms of this Agreement, Owner reserves the right to use the surface areas and sub-surface areas of the Driveway Portion and the Remaining Easement for any reason and in such a manner as Owner may deem proper so long as such rights do not unreasonably interfere with Neighbor's use of either the Driveway Portion or the Remaining Easement.

SECTION 5 *Construction and Maintenance*

(a) Owner shall, at its own cost and expense maintain and repair the Driveway Portion to keep the same in a clean, sightly, safe, unobstructed, good and usable condition. Owner shall construct and thereafter maintain the Remaining Easement so that it provides a continuous, unobstructed five foot wide (at ground level through 6 feet in height), level ground path fit for ingress and egress by pedestrians and bicycle riders, covered with gravel or, at Neighbor's expense, asphalt, and shall have the right to put an unlocked gate at the west end of the Remaining Easement. Additionally, Owner shall comply with any and all applicable federal, state and local zoning and other ordinances, statutes, guidelines, requirements and regulations relating to the foregoing. All

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maintenance and repair of the Driveway Portion and the Remaining Easement shall be made so as to interfere as little as practicable with Neighbor's use and enjoyment of the property.

(b) Neighbor shall, at its own cost and expense, maintain and repair the Parking Portion and shall keep the same in a clean, slightly, safe, unobstructed, good and usable condition. Additionally, Neighbor shall comply with any and all applicable federal, state and local zoning and other ordinances, statutes, guidelines, requirements and regulations relating to the foregoing.

**SECTION 6. *Approval of Alterations.*** Neither party shall materially alter (or permit the alteration of) the construction or use of the Easement Portions without the prior consent of the other party. Notwithstanding the foregoing, emergency maintenance and repair and maintenance or repair which will not materially alter any design feature may be performed by either party without such party first making any submission to the other party or obtaining the other party's approval.

**SECTION 7. *Performance of Other Party's Obligations.*** Upon the occurrence of any event requiring maintenance or repair of the improvements on any portion of the Easement Portions and the failure to complete the required maintenance or repair by the appropriate party (the "Responsible Party") within ten (10) days after notice from the other party (the "Other Party"), the Other Party may, at its option, perform such maintenance or repair required and the Responsible Party shall reimburse the Other Party within ten (10) days after notice from the Other Party demanding payment of any and all costs and charges associated therewith.

**SECTION 8. *Mortgages.*** Any mortgagee with respect to either of the Properties shall not be responsible for any amounts incurred or becoming due under this Agreement prior to a foreclosure of its mortgage or a transfer of either Property to such mortgagee in lieu of foreclosure, and its liability hereunder in the event of such a foreclosure or transfer shall exist only so long as such mortgagee is the owner of either Property; it shall not continue or survive after further transfer of ownership.

**SECTION 9. *Covenants Running with the Properties, Transfer of Ownership.*** All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land comprising the Properties and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. Whenever a transfer of ownership of either or both of the Properties occurs, the liability of the transferor for any breach of covenant occurring thereafter shall automatically terminate with respect to such transferor, and any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land to the owner of the Property or portion thereof being transferred.

**SECTION 10. *Termination.*** Neighbor may terminate any of the easements granted hereunder by giving written notice to Owner along with the recording of a

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release thereof with the Office of Recorder of Deeds of Cook County, Illinois with directions for delivery of the same to Owner at its address given pursuant hereto. Upon recordation of such release, all rights, duties and liabilities hereby created shall terminate as to such easement except for liabilities incurred hereunder prior to such termination. Owner's and Neighbor's remedies under this Agreement are cumulative and non-exclusive.

**SECTION 11** *Indemnity* Neighbor shall indemnify and hold Owner harmless from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from Neighbor's use of the Easement Portion or from Neighbor's breach of its obligations hereunder, except for any such liability, loss, damage, costs and expenses arising solely from the negligent acts of Owner.

**SECTION 12** *Further Assurances, Estoppel Certificates* From and after the date hereof, the parties agree to execute and deliver promptly such further assignments, certificates, instruments and other documents and to take all such further actions as may from time to time be reasonably requested to effectuate the transactions contemplated hereby and the intentions of the parties with respect thereto. Within ten (10) days of receiving a written request of either party, the other party shall deliver a certificate to the requesting party stating (a) that there are no known defaults under this Agreement or the particulars of any such default, and (b) that there is no set-off or defense to the enforcement of the conditions, covenants and provisions of this Agreement or the particulars of any such set-off or defense.

**SECTION 13** *Notices* All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or two (2) days after deposit in the U.S. mail if sent postage prepaid by United States registered or certified mail, return receipt requested. All notices to be served on Owner shall be sent to the common address of the Owner's Property. All notices served on Neighbor shall be sent to the common address of the Neighbor's Property.

**SECTION 14** *Conditions Precedent* This Agreement and any documents executed by the parties hereto shall be held in escrow and recorded only upon the closing of the purchase of 277 South Lane by Neighbor, which closing shall be a condition precedent to the effectiveness of this Agreement. However, once this Agreement is executed, Neighbor and/or their nominee may construct Neighbor's driveway in accordance with the Driveway Easement and the Parking Easement.

**SECTION 15** *Miscellaneous*

(a) (a) If any provision of this Agreement or the application thereof to any party or circumstance is held invalid or unenforceable, reformation shall be first attempted and, if reformation is impossible, the remainder of this Agreement and the application thereof to other parties or circumstances will not

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be affected thereby, the provisions of this Agreement being severable in any such instance

(b) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without regard to its choice of laws rules. All disputes concerning this Agreement shall lay within the exclusive jurisdiction of courts sitting in the County of Cook, Illinois. The costs of bringing any action to enforce this Agreement (including attorney's fees and costs) shall be borne by the non-prevailing party

(c) The headings in this Agreement are inserted solely as a matter of convenience for reference, and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement. This Agreement supersedes all prior agreements, oral and written, among the parties hereto with respect to the subject matter hereof and may not be amended except by an agreement in writing signed by the parties hereto. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in counterparts

(d) The rule of strict construction does not apply to the grants herein. The grants herein shall be given a reasonable construction to carry out the intention of the parties hereto to confer a commercially usable right of employment on each grantee

(e) If any of the privileges, covenants or rights created by this Agreement would otherwise be unlawful or void for violation of the rule against perpetuities or some analogous provision, or any other statutory or common law rule imposing time limits, then such provision shall continue only until the expiration of twenty-one (21) years after the death of the survivor of the now living lawful descendants of Senator Edward M. Kennedy

(f) Both Owner and Neighbor represent and warrant that each had an opportunity to consult legal counsel prior to entering into this Agreement.

[remainder of page intentionally left blank]

[signatures follow on page 7]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER

*Edward W. Lowenbaum*

Name: EDWARD W. LOWENBAUM

NEIGHBOR

*Frank B. Wood Susan L. Wein*

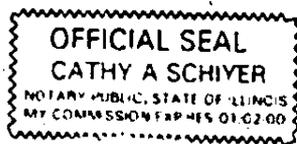
Name

Property of Cook County Clerk's Office

STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State, DO HEREBY CERTIFY that EDWARD W. LOWENBAUM, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged before me that he signed and delivered said instrument as a free and voluntary act, for the uses and purposes therein set forth

GIVEN under my hand and notarial seal this 19<sup>th</sup> day of February, 1991.



*Cathy A. Schiwer*  
Notary Public



EXHIBIT A

Legal Description of Properties

Owner's Property

LOT B IN THE RESUBDIVISION OF PARTS OF LOTS 6, 9, 10 AND 11 IN BLOCK 1 IN GLENCOE, IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1947 AS DOCUMENT 14191235, IN COOK COUNTY, ILLINOIS

Commonly known as: 200 SOUTH LANE, GLENCOE, ILLINOIS  
P.I.N: 05-07-217-020-0000

Neighbor's Property

Commonly known as:  
P.I.N:

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NORTH SHORE SURVEY, LTD., 61 WILLIAMSBURG ROAD, EVANSTON, ILLINOIS - 60201, Telephone: 847/676-9505

TO: EDWARD LOWENBAUM

JUNE 18, 1997

LEGAL DESCRIPTION FOR PARKING AREA PARCEL

That part of Lot "B" in the Resubdivision of parts of Lots 6, 9, 10 and 11, in Block 1 in "Glencoe", in the Northeast quarter of Section 7, Township 42 North, Range 13 East of the Third Principal Meridian; according to the plat of said resubdivision recorded November 13, 1947 in Book 368 of records, on page 28 therein, as Document #14191235, described as follows: Beginning at the most Northerly corner of said Lot "B"; thence Southeasterly along the Northeasterly line of said Lot "B", 23.00 feet, thence Southwesterly 13 feet, more or less to a point; thence Northeasterly 20.00 feet to a point in the Northwesterly line of said Lot "B", 12.00 feet southwesterly of the most Northerly corner of said Lot "B"; thence Northeasterly along the Northwesterly line of Lot "B" to the point of beginning.

LEGAL DESCRIPTION FOR DRIVEWAY EASEMENT

That part of Lot "B" in the Resubdivision of parts of Lots 6, 9, 10 and 11, in Block 1 in "Glencoe", in the Northeast quarter of Section 7, Township 42 North, Range 13 East of the Third Principal Meridian; according to the plat of said resubdivision recorded November 13, 1947 in Book 368 of records, page 28 therein, as Document #14191235, described as lying Northeasterly of a straight line drawn from a point in the Northeasterly line of said Lot "B", said point being 20.50 feet Northwesterly of the North corner of the East line of said Lot "B", to a point on said East line of Lot "B" which is 8.00 feet South of the aforesaid North corner of the East line of said Lot "B", all in the Village of Glencoe, Cook County, Illinois.

BRUCE THOREN

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## EXHIBIT "A" TO COMMITMENT FM408190

PARCEL 1: THOSE PARTS OF LOTS 5, 6, 10 AND 11 IN BLOCK 1 IN GLENCOE, IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 70.8 FEET OF SAID LOT 11, 231 FEET NORTHEASTERLY OF THE INTERSECTION OF SAID LINE WITH THE SOUTHWESTERLY LINE OF SAID LOT 11, SAID SOUTHWESTERLY LINE BEING THE NORTHEASTERLY LINE OF GREEN BAY ROAD; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINES OF SAID LOT 11 AND SAID LOT 5, 172 FEET TO A POINT 106 FEET NORTHEASTERLY OF THE INTERSECTION OF SAID PARALLEL LINE WITH THE SOUTHWESTERLY LINE OF SAID LOT 5; THENCE SOUTHEASTERLY ALONG A LINE WHICH EXTENDS TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 6, 65 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 6, A DISTANCE OF 103.57 FEET TO A POINT; THENCE SOUTHWESTERLY PARALLEL WITH THE NORTHWESTERLY LINES OF SAID LOT 5 AND SAID LOT 10, 132 FEET TO A POINT; THENCE NORTHWESTERLY 103.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY WARRANTY DEED FROM ROBERT M. SEYFARTH AND MARY H. SEYFARTH, HIS WIFE, TO RUTH R. SWEENEY AND ROBERT T. SWEENEY, HER SON, DATED SEPTEMBER 6, 1944, AND RECORDED SEPTEMBER 20, 1944, AS DOCUMENT 13359977, AND RE-RECORDED OCTOBER 24, 1947, AS DOCUMENT 14176724, FOR INGRESS AND EGRESS OVER LAND NOW DESCRIBED AS FOLLOWS: THE NORTHWESTERLY 15 FEET OF LOT "B" IN THE RESUBDIVISION OF PARTS OF LOTS 6, 9, 10 AND 11 IN BLOCK 1 IN GLENCOE, IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1, AS RESERVED IN WARRANTY DEED FROM ELLA M. RICHMOND AND WILLIAM C. RICHMOND, HER HUSBAND, TO GLENCOE PARK DISTRICT, A MUNICIPAL CORPORATION, DATED AUGUST 20, 1928, AND RECORDED AUGUST 23, 1928, AS DOCUMENT 10127474, FOR INGRESS AND EGRESS OVER LAND DESCRIBED AS FOLLOWS: THE NORTHWESTERLY 15 FEET OF THE SOUTHWESTERLY 125 FEET OF THE SOUTHEASTERLY 70.8 FEET OF LOT 11 IN BLOCK 1 IN GLENCOE, IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 4: EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY WARRANTY DEED FROM ROBERT M. SEYFARTH AND MARY H. SEYFARTH, HIS WIFE, TO RUTH R. SWEENEY AND ROBERT T. SWEENEY, HER SON, DATED SEPTEMBER 6, 1944, AND RECORDED SEPTEMBER 20, 1944 AS DOCUMENT 13359977, AND RE-RECORDED OCTOBER 24, 1947, AS DOCUMENT 14176724, FOR INGRESS AND EGRESS AND PUBLIC UTILITIES ALONG THE PRIVATE DRIVEWAY EXTENDING FROM THE SOUTHWESTERLY CORNER OF PARCEL 1 TO THE NORTH LINE OF SOUTH AVENUE, SAID PRIVATE DRIVEWAY BEING LOCATED ON THE FOLLOWING LAND:

THAT PART OF LOT "C" IN THE RESUBDIVISION OF PARTS OF LOTS 6, 9, 10 AND 11 IN BLOCK 1 IN GLENCOE, IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESIGNATED ON THE PLAT OF SAID RESUBDIVISION RECORDED NOVEMBER 13, 1947 AS DOCUMENT 14191235, AS "EASEMENT FOR INGRESS, EGRESS" AND (EXCEPT THEREFROM THAT PART THEREOF LYING EASTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID LOT "C", 13 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT "C", TO A POINT IN THE SOUTHERLY EASTERN BOUNDARY OF SAID LOT, 50 FEET NORTHWESTERLY FROM SAID SOUTHEAST CORNER, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 05-07-217-342 ✓  
Property Commonly Known As: 277 South Lane, Glencoe, IL 60022 ✓

End of Commitment Schedule A

Cook County Clerk's Office

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Property of Cook County Clerk's Office

I CERTIFY THAT THIS IS A TRUE & CORRECT COPY OF DOCUMENT #

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RECORDER OF DEEDS  
COOK COUNTY, IL

