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Cook County Recorder 39.00

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Property of Cook County Clerk's Office

PARTIAL VACATION AND RELEASE OF EASEMENT AGREEMENT

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This Partial Vacation and Release of Easement Agreement (hereinafter "Agreement") entered into this 21st day of December, 1998, by and between Arthur Martinson, Robert J. Widlic and Kathleen Widlic of the City of Chicago, and Newline Construction, Inc., an Illinois corporation,

WITNESSETH:

WHEREAS, Arthur Martinson, Robert J. Widlic and Kathleen Widlic are the Owners of the real property legally described on Exhibit A attached hereto and made a part hereof (hereinafter "Lot 16").

WHEREAS, Newline Construction, Inc. is the Owner of the real property legally described on Exhibit B attached hereto and made a part hereof (hereinafter "Lot 17"):

WHEREAS, a four (4) foot common way exists between Lots 16 and 17, as created by that certain Easement Agreement (hereinafter "Easement Agreement"), dated December 30, 1967 and recorded June 11, 1968 as Document Number 20516215, legally described on Exhibit C attached hereto and made a part hereof (hereinafter "Easement Area"):

WHEREAS, the parties hereto are desirous of vacating and releasing the rear 30 feet of said Easement Area for the mutual benefit of each of them, legally described on Exhibit D attached hereto and made a part hereof (hereinafter "Vacated Easement Area");

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WHEREAS, the parties hereto shall be equally responsible for the maintenance and repair of the remaining portion of the Easement Area, legally described on Exhibit E attached hereto and made a part hereof (hereinafter "Remainder Easement Area");

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto agree as follows:

- A. Partial Vacation and Release of Easement Area Arthur Martinson, Robert J. Widlic, and Kathleen Widlic and Newline Construction, Inc. hereby vacate and release the Vacated Easement Area and any rights and obligations created under that certain Easement Agreement for the mutual benefit of each of them.
- B. Removal, Replacement and Maintenance of Improvements in Remainder Easement Area Newline Construction, Inc. within one year of the date of this Agreement, shall remove and replace the walk and the stairs presently located in the Remainder Easement Area pursuant to that certain Contract between the parties, dated October 27, 1998, and any amendments thereto. Thereafter Arthur Martinson, Robert J. Widlic and Kathleen Widlic, their heirs, successors and/or assigns and Newline Construction, Inc., its heirs, successors and/or assigns agree to be equally responsible for the maintenance and repair of said improvements located in the Remainder Easement Area. Notwithstanding the foregoing, any damage occurring in the Remainder Easement Area caused solely by Arthur Martinson, Robert J. Widlic and Kathleen Widlic, their heirs, successors and/or assigns or caused solely by Newline Construction, Inc., its heirs, successors and/or assigns shall be promptly repaired by said party causing said damage at said parties sole expense.
- C. Removal, Relocation and Maintenance of Pipelines in Remainder Easement Area Newline Construction, Inc. within one year of the date of this Agreement, shall remove and relocate the sewer and gutter pipeline, exclusively servicing Lot 16 and currently located on that portion of the Remainder Easement Area on Lot 17, onto that portion of the Remainder Easement Area on Lot 16 pursuant to that certain Contract, between the parties, dated October 27, 1998, and any amendments thereto. Thereafter, Arthur Martinson, Robert J. Widlic and Kathleen Widlic, their heirs successors and/or assigns shall perform at their sole cost and expense any maintenance, repair or replacement of the sewer and gutter pipelines.

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- D. Binding on Successors This Agreement shall be binding upon the parties hereto and their respective heirs, successors and/or assigns.
- E. Exclusivity The parties hereby acknowledge that they have read this Agreement and understand and agree to be bound by its terms, and further agree that this Agreement is the complete and exclusive statement of the agreements between the parties hereto and supersedes all prior communications, written or oral, between the parties with respect to this Agreement.
- F. Perpetual Covenant The terms of this Agreement, including covenants created hereby, shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and/or assigns.
- G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- H. Counterparts. This Agreement may be executed in counterparts and, provided each party has executed and delivered at least one counterpart hereof, such counterpart shall be deemed to be an original instrument, and all such counterparts together shall constitute one and the same instrument.
- I. Recording. Concurrently with the closing contemplated by the Purchase Contract the parties hereto shall record or cause to be recorded this Agreement in the Office of the Recorder of Deeds, Cook County, Illinois.

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IN WITNESS WHEREOF, the Arthur Martinson, Robert J. Widlic and Kathleen Widlic have hereunto set their hand and seal the day and year first above written and Newline Construction, Inc. has caused its corporate seal to be hereto affixed, and has caused its name to be signed by its President and attested by its Secretary the day and year first above written.

Arthur Martinson

ARTHUR MARTINSON

Robert J. Widlic

ROBERT J. WIDLIC

Kathleen Widlic

KATHLEEN WIDLIC

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

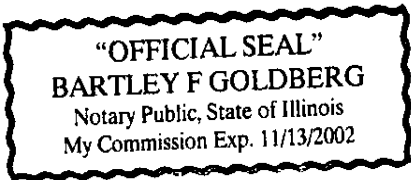
I, the undersigned, a Notary Public in and for the County and State aforesaid Do Hereby Certify that ARTHUR MARTINSON, ROBERT J. WIDLIC and KATHLEEN WIDLIC personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of December, 1998.

Bartley F. Goldberg
Notary Public

My Commission Expires:

11-13-02



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NEWLINE CONSTRUCTION, INC.

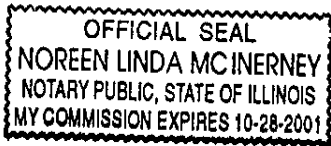
BY: Paul Toman
President

ATTEST: Seamus Murnin
Secretary

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 Paul Toman, President AND Seamus Murnin, Secretary, respectively of NEWLINE CONSTRUCTION, INC., an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

1998 GIVEN under my hand and Notarial Seal this 21st day of December



Noreen Linda McInerney
Notary Public

My Commission Expires:
October 28, 2001

THIS DOCUMENT PREPARED BY AND MAIL TO: 98991B2.BF
JOHN C. GRIFFIN, 10001 S ROBERTS RD, PALOS HILLS IL 60465, (708)598-6800

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EXHIBIT A

"LOT 16"

LOT 16 IN BLOCK 1 IN H. MEYERHOFF'S SUBDIVISION OF THE NORTH ½ OF BLOCK 13 OF CANAL TRUSTEE'S SUBDIVISION OF THE WEST ½ (EXCEPT THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO.: 17-05-124-026

ADDRESS OF PREMISES: 1238 North Noble, Chicago, Illinois

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EXHIBIT B

"LOT 17"

LOT 17 IN BLOCK 1 IN H. MEYERHOFF'S SUBDIVISION OF THE NORTH 1 / 2 OF BLOCK 13 OF CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1 / 2 (EXCEPT THE SOUTHEAST 1 / 4 OF THE NORTHWEST 1 / 4 AND THE NORTHEAST 1 / 4 OF THE SOUTHWEST 1 / 4) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO.: 17-05-124-027

ADDRESS OF PREMISES: 1236 North Noble, Chicago, Illinois

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EXHIBIT C

"EASEMENT AREA"

THE NORTH 2 FEET OF LOT 17 AND THE SOUTH 2 FEET OF LOT 16 IN BLOCK 1 IN H. MEYERHOFF'S SUBDIVISION OF THE NORTH 1 / 2 OF BLOCK 13 OF CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1 / 2 (EXCEPT THE SOUTHEAST 1 / 4 OF THE NORTHWEST 1 / 4 AND THE NORTHEAST 1 / 4 OF THE SOUTHWEST 1 / 4) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT D

“VACATED EASEMENT AREA”

THE WEST 30 FEET OF THE NORTH 2 FEET OF LOT 17 AND THE WEST 30 FEET OF THE SOUTH 2 FEET OF LOT 16 IN BLOCK 1 IN H. MEYERHOFF'S SUBDIVISION OF THE NORTH 1/2 OF BLOCK 13 OF CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 (EXCEPT THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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EXHIBIT E

“REMAINDER EASEMENT AREA”

THE NORTH 2 FEET OF LOT 17 EXCEPT THE WEST 30 FEET AND THE SOUTH 2 FEET OF LOT 16 EXCEPT THE WEST 30 FEET IN BLOCK 1 IN H. MEYERHOFF'S SUBDIVISION OF THE NORTH 1 / 2 OF BLOCK 13 OF CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1 / 2 (EXCEPT THE SOUTHEAST 1 / 4 OF THE NORTHWEST 1 / 4 AND THE NORTHEAST 1 / 4 OF THE SOUTHWEST 1 / 4) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.