

**This instrument prepared by
and after recording return to:**

Steven M. Elrod
Elrod Friedman LLP
350 North Clark Street, Second Floor
Chicago, Illinois 60654

Reserved for Recorder's Office Only

EASEMENT RELOCATION AGREEMENT

THIS EASEMENT RELOCATION AGREEMENT, is dated as of this ____ day of _____, 2026, by and between the **VILLAGE OF GLENCOE**, a municipal corporation created and existing under the laws of the State of Illinois, 675 Village Court, Glencoe, Illinois, 60022 ("**Village**") and **1094 Oak Ridge, LLC**, an Illinois corporation, owner of 1094 Oak Ridge Drive, Glencoe, Illinois 60022 ("**Owner**");

W I T N E S S E T H:

WHEREAS, Owner is the legal owner of record of two parcels of property commonly and collectively known as 1094 Oak Ridge Drive in the Village of Glencoe, County of Cook, and State of Illinois, which real property is legally described in **Exhibit A** attached hereto and by this reference incorporated herein and made a part hereof ("**Property**"); and

WHEREAS, the final plat of the Raemer Subdivision, recorded with the office of the Cook County Recorder of Deeds as Document No. 18378776 ("**Raemer Final Plat**"), grants certain easements to the Village, including two 10-foot-wide public utility easements on either side of the one-foot gap bisecting the two parcels which comprise the Property (collectively, the "**Public Utility Easement**"), which Public Utility Easement is legally described in, and depicted on the Plat of Easement Vacation prepared by United Survey Service, LLC consisting of one sheet, with

a latest revision date of April 24, 2026, a copy of which is attached to this Agreement as **Exhibit B** and by this reference incorporated herein and made a part hereof; and

WHEREAS, notwithstanding the depiction of the Public Utility Easement, the 10-foot-wide portion of the Public Utility Easement located east of the one-foot gap was previously vacated pursuant to Village ordinance adopted on June 6, 1951 ("**Vacated Easement Portion**"); and

WHEREAS, as a result of the Vacated Eastern Portion, only the 10-foot-wide portion of the Public Utility Easement located west of the one-foot gap remains subject to any public utility easement rights in favor of the Village ("**Existing Public Utility Easement**"); and

WHEREAS, the Owner has requested the Village relocate the Existing Public Utility Easement to the westernmost 10-foot portion of the Property ("**Proposed Location**"), which is described in, and depicted on, **Exhibit C** attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Village and Owner now desire to relocate the Existing Public Utility Easement; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth herein and other good and valuable consideration paid by the Village to Owner, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

SECTION ONE: Abrogation, Dedication, and Relocation of Existing Public Utility Easement. The Existing Public Utility Easement shall be, and is hereby, relocated from that portion of the Raemer Subdivision that is depicted on the Raemer Final Plat, to the Proposed Location in the following manner:

A. The Village hereby releases and abrogates its interest in the Existing Public Utility Easement in the location depicted in the Raemer Final Plat; and

B. Simultaneous with the Village's release and abrogation set forth in Section 1.A, the Owner hereby grants and rededicates the Existing Public Utility Easement in the Proposed

Location for the purpose of relocating, installing, constructing and maintaining public utilities and improvements therein.

SECTION TWO: Conflicting Provisions. Except as expressly provided otherwise in this Agreements, all terms, provisions, and requirements of the Existing Public Utility Easement, as set forth in the Raemer Final Plat, shall remain unchanged and in full force and effect. In the event of a conflict between this Agreement and the Raemer Final Plat, this Agreement shall control.

SECTION THREE: Covenants Running with the Land. The provisions of this Agreement shall be binding upon and inure to the benefit of Owner and the Village and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of J.B. Pritzker, the current Governor of the State of Illinois.

SECTION FOUR: Notices. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual

receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glencoe
675 Village Court
Glencoe, Illinois 60022
Attention: Village Manager

With a copy to:

Elrod Friedman LLP
350 North Clark Street, Second Floor
Chicago, Illinois 60654
Attention: Steven M. Elrod

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

1094 Oak Ridge, LLC
3901 25th Avenue
Schiller Park, Illinois 60176

By notice complying with the requirements of this Section, the Village and Owner each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received, and, if by email, opened by the recipient.

SECTION FIVE: **Recordation.** Owner shall record this Agreement against the Property, at its sole cost and expense, with the office of the Cook County Recorder of Deeds promptly following the execution of this Agreement by the parties hereto.

SECTION SIX: **Amendment.** This Agreement may be modified, amended, or annulled only by the written agreement of Owner and the Village.

SECTION SEVEN: **Survival.** All representations and warranties contained herein shall survive the execution of this Agreement and the recordation thereof and shall not be merged.

SECTION EIGHT: **Consents.** Owner represents and warrants that they have obtained all necessary consents from third party utilities that may have installed, operated, or maintained improvements in the Existing Public Utility Easement, to allow the relocation contemplated herein to be effectuated and completed in accordance with law.

[SIGNATURE PAGE FOLLOWS] **IN WITNESS WHEREOF,** the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute same.

ATTEST:

VILLAGE OF GLENCOE

By: _____

Philip A. Kiraly

Its: Village Manager

1094 OAK RIDGE, LLC

By: _____

Its: _____

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Philip A. Kiraly personally known to me to be the Manager of the Village of Glencoe, and _____, personally known to me to be the _____ of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the _____ and _____ of the Village of Glencoe, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Village of Glencoe for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, _____.

Notary Public

My commission expires: _____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of **1094 OAK RIDGE, LLC**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed and delivered said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, _____.

Notary Public

My commission expires: _____

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1: LOT 112 IN BAIRD AND WARNER'S SKOKIE RIDGE SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE EAST 1 FOOT OF THAT PART OF THE NORTH 2 ACRES (EXCEPT THE NORTH 100 FEET THEREOF) OF THE WEST 8 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST AND ADJOINING AFORESAID LOT 112, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EASTERLY 40 FEET OF LOT 3 IN RAEMER'S SUBDIVISION BEING A SUBDIVISION OF THE NORTH 2 ACRES (EXCEPT THE NORTH 100 FEET THEREOF) OF THE WEST 8 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 1094 Oak Ridge Drive, Glencoe, Illinois

Parcel Index Numbers: 04 - 01 - 401 - 082 - 0000; 04 - 01 - 401 - 079 - 0000

EXHIBIT B

**LEGAL DESCRIPTION AND DEPICTION OF THE
THE PUBLIC UTILITY EASEMENT ABROGATION**

[INSERT PLAT OF EASEMENT VACATION]

EXHIBIT C

**LEGAL DESCRIPTION AND DEPICTION OF THE
RELOCATED EXISTING PUBLIC UTILITY EASEMENT**