



EASEMENT AGREEMENT

**EASEMENT AGREEMENT** made as of the 1<sup>st</sup> day of February, 2000 (this "**Agreement**") by and between **9401 WEST GRAND AVENUE LLC**, a Delaware limited liability company having an address c/o Argent Ventures LLC, 551 Fifth Avenue, New York, New York 10176 ("**Grantor**") and **CLAIRMONT ENTERPRISES, INC.**, an Illinois corporation having an address at 4747 Peterson Avenue, Chicago, Illinois 60646 ("**Grantee**").

**WITNESSETH:**

**WHEREAS**, simultaneous with the execution of this Agreement, Grantor has purchased from Clairmont Enterprises, Inc. the land located at and known as 9401 West Grand Avenue, Franklin Park, Illinois, as more particularly described in **Exhibit A** attached hereto and made a part hereof, and all buildings and improvements located thereon (the "**9401 Property**");

**WHEREAS**, Grantee is the owner of the land located at and known as 2721 Edgington, Franklin Park, Illinois, as more particularly described in **Exhibit B** attached hereto and made a part hereof, and all buildings and improvements located thereon (the "**2721 Property**"); and

**WHEREAS**, Grantor has agreed to grant to Grantee, its successors and assigns, a non-exclusive easement upon the 9401 Property for the purpose of placing and maintaining a sign (the "**Sign**") on the 9401 Property, subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive easement upon the 9401 Property for the purpose of placing the Sign on the 9401 Property at the southeast corner of West Grand Avenue and Edgington, the exact location thereof to be designated by Grantor and located within 20' of such corner but having unobstructed visibility by both westbound and eastbound traffic along West Grand Avenue. The purpose and content of the Sign shall be solely to advertise that the 2721 Property or applicable portions thereof (and no other property) is for sale or rent by Grantee.

2. The Sign shall (a) be erected, maintained and repaired at the sole cost of Grantee, (b) comply with all applicable laws and regulations, (c) be the standard single 4' by 8' sign (not the "V shaped" sign) used by Imperial Realty Company in the geographic region where the 9401 Property is located (or, at the option of Grantor, be 3' by 6' in size and of a design and color approved by Grantor in its reasonable discretion, provided that such alternate sign shall be manufactured at Grantor's expense [but otherwise installed, maintained and repaired at Grantee's expense]), (d) not be lit by neon or other lighting, (e) only be allowed to stand during periods commencing when Grantee reasonably believes that space will become available at the 2721 Property within the succeeding period of 6 months (and Grantee agrees to give Grantor a copy of

1st AMERICAN TITLE order #

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any written notice received from a tenant to such effect or to otherwise certify same to Grantor before erecting said sign) and ending on the date that such space is leased or the 2721 Property is sold, as the case may be, and (f) be subject to being temporarily moved by Grantor, to another area along West Grand Avenue where the Sign shall have unobstructed visibility by both westbound and eastbound traffic along West Grand Avenue, for repair or maintenance of the 9401 Property, but only during such period as shall be required to accommodate such repair or maintenance.

3. Notwithstanding anything herein to the contrary, if the 2721 Property shall be owned by a Person (as hereinafter defined) other than Grantee or an Affiliate (as hereinafter defined) of Grantee, then the Sign shall be (a) 3' by 6' in size and of a design and color approved by Grantor in its sole discretion and (b) located at the sole option of Grantor either at the location specified in Paragraph 1 above or on the opposite side of West Grand Avenue at the parking lot for the 9401 Property in an exact location to be determined by Grantor but having unobstructed visibility by both westbound and eastbound traffic along West Grand Avenue. "**Affiliate(s)**" means, with respect to any person or entity (a "**Person**"), any other Person: (i) who is a Family Member (as hereinafter defined) of such Person, (ii) directly or indirectly through one or more intermediaries, Controlling, Controlled by or under common Control (as such terms are hereinafter defined) with such Person or a Family Member of such Person, (iii) to whom the 2721 Property passes by succession or testamentary disposition upon the death of such Person or a Family Member of such Person or (iv) to whom the 2721 Property is transferred by operation of law together with substantially all of the other real estate investment assets of the Person(s) Controlling such Person; provided, however, that in no event shall a Person be deemed an Affiliate pursuant to clause (iv) if the sole or primary purpose of the subject transfer is the transfer of only the 2721 Property. "**Control**" (including, with correlative meaning, the terms "**Controlled by**", "**Controlling**" and "**under common Control with**"), as used with respect to any Person, shall mean the power (either individually or together with other Persons) to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, membership or partnership interests, by contract or otherwise. "**Family Member**" shall mean, with respect to any Person, any spouse, parent or direct lineal descendant of such Person or a trust for the sole benefit of such Person and/or any other Family Member(s).

4. Grantee shall indemnify and save harmless Grantor and its successors and assigns, from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including attorneys' fees and expenses) which may be imposed on, incurred by or asserted against Grantor at any time with respect to or as a result of (directly or indirectly) the Sign (unless the same shall be occasioned by reason of the gross negligence or willful misconduct of Grantor).

5. In no event shall Grantee pledge, mortgage or encumber the easement or the other rights granted hereunder without the prior written consent of Grantor in each instance.

6. All notices required or permitted to be given hereunder shall be in writing and deemed given when delivered by hand or by recognized overnight courier that provides receipt of

delivery to the parties at their respective addresses shown in this Agreement, or transmitted by telecopier to their respective telecopier numbers as shown in this Agreement (with a copy of any telecopied notice to be sent by hand or by overnight courier within one (1) business day thereafter). Notices shall be deemed given when received or upon refusal of a party to accept delivery of such notice. A copy of each notice to Grantee shall simultaneously be sent to Imperial Realty Company, 4747 Peterson Avenue, Chicago, Illinois 60646 (Telecopy No. 773-736-4541), Attn: Louis Pretekin, Esq., by the same method as such notice was sent to Grantee. A copy of each notice to Grantor shall simultaneously be sent to Squadron, Ellenoff, Plesent & Sheinfeld, LLP, 551 Fifth Avenue, New York, New York 10176 (Telecopy No. 212-697-6686), Attn: Mitchell R. Lubart, Esq., by the same method as such notice was sent to Grantor. Each party and their respective attorneys shall have the right to change its address and/or telecopy number for the receipt of notices, upon the giving of proper notice to all other parties in accordance with the terms of this **Paragraph 6**.

7. The easement herein granted shall constitute a covenant running with the land and shall be binding upon, and inure to the benefit of, all future owners of the 9401 Property and the 2721 Property. In the event either party transfers its interest in the 9401 Property or the 2721 Property, as the case may be, it shall be automatically deemed without further instrument, that the transferee has assumed and agreed to be bound by the provisions of this Agreement arising from and after the date of transfer as if the transferee were herein originally named as a party.

8. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and all prior understandings relating to the subject matter hereof are hereby terminated, superceded or merged herein and the parties agree that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement which are not contained herein.

9. This Agreement shall be recorded in the Cook County, Illinois Recorder's Office and may be amended, modified, altered, supplemented or terminated only by a written agreement, signed by each party affected by such changes.

10. The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined in accordance with the laws of the State of Illinois.

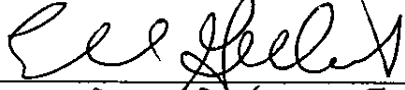
11. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

# UNOFFICIAL COPY

00086445

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

9401 WEST GRAND AVENUE LLC

By:   
Name: EDWARD BELMONT  
Title: Authorized Signatory  
Telecopy No. 212-681-6096

CLAIRMONT ENTERPRISES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telecopy No. 773-736-4541

Property of Cook County Clerk's Office



Prepared by & Mail to:  
LOUIS PRETEKIN  
4747 W Peterson Ave  
Suite 200  
Chicago IL 60646

# UNOFFICIAL COPY

00086445

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

9401 WEST GRAND AVENUE LLC

By: 

Name:

Title: Authorized Signatory

Telecopy No. 212-681-6096

CLAIRMONT ENTERPRISES, INC.

By: 

Name:

Title: *President*

Telecopy No. 773-736-4541

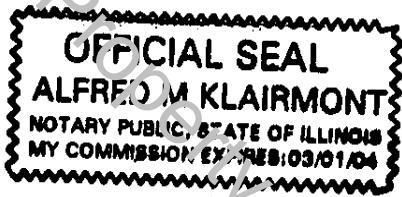
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ILLINOIS )  
 STATE OF ~~NEW YORK~~ )  
 COOK ) SS.  
 COUNTY OF ~~NEW YORK~~ )

00086445

On the 29 day of January in the year 2000 before me, the undersigned,  
 personally appeared Larry Klairmont, personally known to me on the basis of satisfactory evidence to  
 be the individual(s) whose name(s) is (are) subscribed to the within instrument and  
 acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by  
 his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which  
 the individual(s) acted, executed the instrument.



\_\_\_\_\_  
 Notary Public

STATE OF ILLINOIS )  
 COUNTY OF \_\_\_\_\_ ) SS.

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2000 before me, the undersigned,  
 personally appeared \_\_\_\_\_, personally known to me on the basis of satisfactory evidence to  
 be the individual(s) whose name(s) is (are) subscribed to the within instrument and  
 acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by  
 his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which  
 the individual(s) acted, executed the instrument.

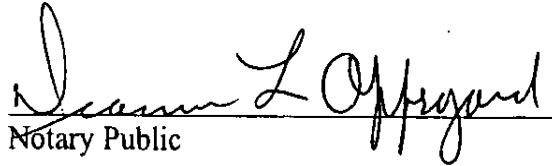
\_\_\_\_\_  
 Notary Public

# UNOFFICIAL COPY

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

00086445

On the 27<sup>th</sup> day of January in the year 2000 before me, the undersigned, personally appeared DIANNA HAUG personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

DIANNA L. OPPEGARD  
Notary Public, State of New York  
No. 24-4748622  
Qualified in Kings County  
Commission Expires Aug. 31, 2001

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2000 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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EXHIBIT A

00086445

## Legal Description

**PARCEL 1:**

LOT 1 IN WEST GRAND AVENUE SUBDIVISION RECORDED ON JULY 31, 1997 AS DOCUMENT NUMBER 97557554 OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE USE OF EXISTING ELECTRICAL SYSTEMS LOCATED ON PROPERTY DESCRIBED IN THE RECIPROCAL EASEMENT, ACCESS, REPAIR AND MAINTENANCE AGREEMENT MADE BY 9401 GRAND L.L.C. DATED JULY 29, 1997 AND RECORDED AUGUST 1, 1997 AS DOCUMENT 97560233

**PARCEL 3:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR ACCESS TO AND INGRESS AND EGRESS FOR THE USE, INSPECTION AND REPAIR OF ELECTRIC SYSTEMS, FIRE PROTECTION SYSTEMS, WATER SYSTEMS, TELEPHONE LINES AND HEATING SYSTEMS LOCATED ON THE PROPERTY DESCRIBED IN THE RECIPROCAL EASEMENT, ACCESS, REPAIR AND MAINTENANCE AGREEMENT MADE BY 9401 GRAND L.L.C., DATED JULY 29, 1997 AND RECORDED AUGUST 1, 1997 AS DOCUMENT 97560233.

**PARCEL 4:**

THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF GRAND AVENUE (EXCEPT THEREFROM THE EAST 156.8 FEET AND EXCEPT THE THAT PART FALLING IN WASHINGTON STREET) IN COOK COUNTY, ILLINOIS.

**PARCEL 5:**

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF SAID WEST 1/2 AT A POINT 156.8 FEET WEST OF THE SOUTHEAST CORNER OF SAID WEST 1/2; THENCE RUNNING NORTH PARALLEL WITH THE EAST LINE OF SAID HALF 174.65 FEET; THENCE WEST PARALLEL WITH THE SAID SOUTH LINE 498.7 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 174.65 FEET TO THE SOUTH LINE; THENCE EAST ON SAID SOUTH LINE 498.7 FEET TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART THEREOF CONVEYED TO THE VILLAGE OF FRANKLIN PARK BY DEED RECORDED JULY 21, 1925 AS DOCUMENT 8981920 OF RECORD AND ALSO EXCEPTING THEREFROM THE NORTH 37 1/2 FEET OF THAT PART OF THE ABOVE DESCRIBED PROPERTY LYING EAST OF WASHINGTON STREET AS EXTENDED AND WEST OF ALLEY IMMEDIATELY EAST AND ADJOINING THERETO AND EXCEPT THAT PART CONVEYED BY DEED RECORDED AS DOCUMENT 12518201) IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Nos. 12-27-122-028; 12-27-123-091; 12-27-300-051

Common Address: 9401 West Grand Avenue, Franklin Park, Illinois



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EXHIBIT B

00086445

## Legal Description of 2721 Property

**Parcel 1:**

Lot 2 in West Grand Avenue Subdivision recorded on July 31, 1997 as document number 97557554 of part of the West 1/2 of the Southwest 1/4 of Section 27, Township 40 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois

**Parcel 2:**

Easement for the benefit of Parcel 1 as created by the Easement Agreement by and between Motorola, Inc., a Delaware corporation and Quasar Electronics Corporation, a Delaware corporation attached to and made a part of the instrument dated April 27, 1995 and recorded May 19, 1995 as Document 95370061, for passage over the land described therein, for the following purpose:

Driveway for ingress and egress to the Quasar parcels for vehicles of every kind and pedestrians along and across that portion of Motorola's parcels described as Parcel "E" in the Easement Rider attached as Exhibit "C" therein.

Permanent Real Estate Index No. 12-27-300-052

Common Address: 2721 Edgington, Franklin Park, Illinois

Property of Cook County Clerk's Office