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Cook County Recorder 91.00

AGREEMENT FOR RECIPROCAL EASEMENT

This Agreement made this 9th day of July, 1992, by and between 31st-Kildare Partnership with its principle place of business at 4254 East 31st Street, Chicago, Illinois 60623 (hereinafter referred to as "First Party") and R.M.S. Partnership with its principle place of business at , 900 Maple Road, Homewood, Illinois 60430 (hereinafter referred to as "Second Party").

RECITALS

- A. First Party is the sole beneficiary of Manufacturer's Affiliated Trust Company Trust No. S-10741 dated 2/8/89, the legal title holder of two parcels of real property which are described in Exhibit A and B attached hereto (hereinafter referred to respectively as "Parcel A" and "Parcel B").
- B. Second Party is the sole beneficiary of Steel City National Bank of Chicago Trust No. 3248 dated 12/12/91, the legal title holder of the parcel of real property which is described in Exhibit D attached hereto (hereinafter referred to as "Parcel D").
- C. Second Party is also the sole beneficiary of Steel City National Bank of Chicago Trust #3120 dated 8/31/89, the legal title holder of the parcel of real property which is described in Exhibit C attached hereto (herein referred to as Parcel "C").
- D. First Party desires access to Parcels A and B from 163rd Street.
- E. Second Party desires access to Parcels C and D from 163rd Street and desires to have parking available on Parcel B.

BOX 333-CTI

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IT IS THEREFORE AGREED:

1. For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby grant unto each other the easements more fully and specifically described herein for the purposes and on the conditions hereinafter set forth.

2. First Party ~~shall~~ grants and conveys or cause the title holding trust to grant and convey an easement to Second Party on the surface of a strip of land located on Parcel A of 20 feet in width as measured from the East line of said Parcel A and commencing at 163rd Street and continuing south along the East line of said Parcel A a distance of 299.01 to the north line of Parcel B (Easement 1). First Party ~~shall~~ also grants and conveys or cause to be granted and conveyed an easement to Second Party on the surface of a strip of land located on Parcel B commencing on the North line of Parcel B at the point where the West and East lines of Easement 1 meet the South line of Parcel A and for an additional four (4) feet to the East for a total width of twenty four (24) feet, then continuing south a distance of eighty five (85) feet to the south line of Parcel B (Easement 2). Easements 1 and 2 shall be as illustrated on Exhibit E attached hereto.

3. Second Party ~~shall~~ grants and conveys or cause the title holding trust to grant and convey an easement to First Party on the surface

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of a strip of land located on Parcel C four (4) feet in width as measured from the West line of Parcel C commencing at 163rd Street and continuing south along the West line of said of Parcel C a distance of 299.01 feet to the North line of Parcel B (Easement 3). Easement 3 shall be as illustrated on Exhibit E attached hereto.

Said easement shall be non-exclusive, its use confined to parcels A & B. The installation and maintenance by First Party of pipes, conduits, light poles, signs, wires or other fixtures and/or items of personal property under, upon or over the easement shall be forbidden unless otherwise provided for in the Easement. The rights to use the Easement by Second Party likewise for ingress or egress or for any other purpose shall be expressly reserved in Second Party and Second Party's successors, grantees, heirs and/or assigns.

4. First Party shall also grant and convey or cause to be granted and conveyed to Second Party an Easement for parking passenger automobiles on Parcel B (Easement 4). Easement 4 shall be as illustrated on Exhibit E attached hereto. First Party must construct parking lot on Parcel B on or before 12/1/93.

First Party must also construct the roadway for Easements 1, 2 and 3 on or before 12/1/93.

5. The purpose of Easements 1 and 2 shall be to provide a private roadway for vehicular access of ingress and egress only from and to 163rd Street and Parcels C and D and shall be limited as set

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forth in this Paragraph. The use of said Easements shall be confined to Parcels C and D. They shall not appertain to additions to either Parcel C or Parcel D. The installation and maintenance by Second Party of pipes, conduits, light poles, signs, wires or other fixtures and/or items of personal property under, upon or over the Easements shall be forbidden unless otherwise provided for in the Easements. Exclusive use of the Easements shall not be granted. The right to use the Easements by First Party likewise for ingress or egress, or for any other purpose, shall be expressly reserved in First Party, and First Party's successors, grantees, heirs and/or assigns.

6. The purpose of Easement 3 shall be to provide a private roadway for vehicular access of ingress and egress only to and from 163rd Street and Parcels A and B.

7. The purpose of Easement 4 shall be to provide parking for no more than fifty (50) passenger automobiles and shall be limited as set forth in this Paragraph. The use of the Easement to be granted shall be confined to Parcels C and D. The Easement shall not appertain to additions to either Parcel C or D. The installation and maintenance by Second Party of pipes, conduits, light poles, signs, wires, or other fixtures and/or items of personal property under, upon or over the Easement shall be forbidden unless otherwise provided for in the Easement. Exclusive use of the Easement shall not be granted. The right to use the Easement by

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First Party likewise fair parking of passenger automobiles, or for any other purpose, shall be expressly reserved in First Party and First Party's successors, grantees, heirs and/or assigns.

Second Party and Second Party's tenants', invitees, guests, employees, agents, representatives only shall be entitled to park passenger automobiles in designated parking spaces located within the easement area on Parcel B. Second Party shall charge no fee to anyone to park within the easement area. No retail food services facility located on Parcel C or Parcel D shall be entitled to park within Easement area on Parcel B.

8. First Party ~~shall~~ also grants and conveys or cause to be granted and conveyed to Second Party the 10 foot wide easement as delineated on Exhibit E as "reserved for existing and proposed sewer and water mains". The Parties hereto understand and agree that said easement has in fact not been reserved but will be granted by First Party as contemplated herein.

9. Both First Party and Second Party shall use the rights granted by the proposed Easements with due regard to the rights of others and their use of such Easements, and shall not use the drive nor the parking in any way that will impair the rights of others to use them and specifically First Party, its successors, grantees, heirs and/or assigns.

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10. All provisions of all the Easements hereby granted, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the heirs, assigns, successors, grantees, tenants and personal representatives of the parties to the Easements. The Easements shall provide that whenever a transfer of ownership of either parcel takes place, the liability of the transferor for a breach of any covenant which breach occurs after the transfer shall at once terminate, except construction requirements herein and granting of easements contemplated herein.

11. First Party's obligation to perform under this Agreement is contingent upon Second Party's completion of construction of the median cut on 163rd Street directly north of the contemplated curb cut and driveway providing access to Parcel A and Easement 1 on or before 12/1/93. Upon completion of construction as aforesaid, First Party shall pay to Second Party a sum equal to 50% of the total cost of constructing the median cut referred to above, but in any event no more than 3,000.00 Dollars. Upon completion of construction and payment therefore, First Party and Second Party shall execute a Grant of Easement, in recordable form, consistent with the terms of this Agreement. Reservation is hereby made to insert additional terms and provisions in said Grant of Easement not inconsistent with the terms of this Agreement.

12. First Party and Second Party each agree to execute any additional or other or further documents as may be required by the

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other, without additional consideration, in order to fully effectuate the terms and provisions of this Agreement and the intent of the parties hereto. This paragraph shall survive the delivery and recordation of the Grant of Easement contemplated herein.

13. Second Party shall assist First Party in obtaining the required permit and all other documents from the Illinois Department of Transportation and/or any other municipal or governmental authority with jurisdiction, to enable First Party to effect one curb cut on First Party's property in Harlem Avenue at the approximate location on Parcel A as set forth on Exhibit E.

14. First Party and Second Party acknowledge the uniqueness of the subject matter of this Agreement and agree that in the event of a breach of this Agreement by either party hereto damages would be difficult to determine and that remedies at law would be wholly inadequate. Therefore, First Party and Second Party each reserve unto themselves all of the respective rights and remedies either at law or in equity, including their rights to specific performance and injunctive relief in the event the other party defaults as to any obligation or duty under the terms of this agreement.

15. Both Parties shall, if applicable, procure from any mortgagee, their successors or assigns, a Consent and Subordination Agreement which shall be a part of the Grant of Easement. The

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consent shall state in substance that said mortgagee consents to the Grant of Easement contemplated hereby and agrees to subordinate their respective mortgages to the Grant of Easement.

16. The undersigned signatory on behalf of First Party warrants and represents that he is a partner of 31st-Kildare Partnership, the sole beneficiary of the First Party land trust, and has full power and authority to execute this Agreement and the Easements contemplated herein and to cause the trustee to execute the Easements. The undersigned signatory for Second Party warrants and represents that he is a partner of the R.M.S. Partnership, the sole beneficiary of the Second Party and trust and has full power and authority to execute this Agreement and the Easements contemplated herein and to cause the trustee to execute the Easements.

DATED THIS 9TH DAY OF JULY, 1992.

FIRST PARTY:

Manufacturer's Affiliated
Trust Co., T/U/T Agreement
dated 2/8/89 known as
Trust No. S-10741

BY: 31st-Kildare Partnership,
sole beneficiary

BY: Joseph Perrino

Joseph Perrino,
General Partner

SECOND PARTY:

Steel City National Bank
T/U/T Agreement dated
8/31/89 a/k/a #5120 and
dated 12/12/91 known as
Trust No. 3248

BY: R.M.S. Partnership,
sole beneficiary

BY: Ronald Richmond

Ronald Richmond,
General Partner

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EXHIBIT A

That part of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of Sieclar Subdivision, being a subdivision of part of the Southwest Quarter of said Southwest Quarter of Section 19; thence North $89^{\circ}-42'-59''$ West along the North line of said Sieclar Subdivision, 1029.52 feet to the East line of Harlem Avenue as dedicated; thence North $00^{\circ}-01'-30''$ East along said East line, 1525.41 feet to the Point of Beginning; thence continuing North $00^{\circ}-01'-30''$ East along the last described line 300 feet; to the South line of 163rd Street as dedicated, thence South $89^{\circ}-43'-00''$ East along said South line 220 feet, thence South $00^{\circ}-01'-30''$ West 299.01 feet, thence North $89^{\circ}-58'-30''$ West 220 feet to the Point of Beginning. All in Cook County, Illinois.

PIN: 28-19-300-091

16311 S. Harlem Ave.
Tinley Park, IL 60477

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EXHIBIT B

The North 85.00 feet of the West 250.00 feet of that part of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of Sieclar Subdivision, being a subdivision of part of the Southwest Quarter of said Southwest Quarter of Section 19; thence north $89^{\circ}-42'-59''$ West along the North line of said Sieclar Subdivision 1029.52 feet to the East line of Harlem Avenue as dedicated; thence North $00^{\circ}-01'-30''$ East along said East line, 1202.87 feet to the Point of Beginning; thence continuing North $00^{\circ}-01'-30''$ East along the last described line 322.54 feet; thence South $89^{\circ}58'-30''$ East 456.97 feet to the West line of Brementowne Road South as dedicated; then South $00^{\circ}-01'-30''$ West along said West line 322.54 feet; to the North line of Steeple Run Unit 2, a subdivision of part of the Southwest Quarter of said Section 19; thence North $89^{\circ}-58'-30''$ West 456.97 feet along said North line, to the Point of Beginning. All in Cook County, Illinois.

PIN: 28-19-300-91

16321 S. Harlem Ave.
Tinley Park, IL 60477

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Parcel C

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SIECLAR SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 19; THENCE NORTH 89 DEGREES, 42 MINUTES, 59 SECONDS WEST ALONG THE NORTH LINE OF SAID SIECLAR SUBDIVISION, 1029.52 FEET TO THE EAST LINE OF HARLEM AVENUE AS DEDICATED; THENCE NORTH 0 DEGREES, 1 MINUTE, 30 SECONDS EAST ALONG SAID EAST LINE, 1825.41 FEET TO THE SOUTH LINE OF 163RD STREET AS DEDICATED, THENCE SOUTH 89 DEGREES 43 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE 220 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID SOUTH LINE 41.51 FEET TO A POINT OF CURVATURE ON SAID SOUTH LINE, THENCE EASTERLY ALONG SAID SOUTH LINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 435 FEET, AN ARC DISTANCE OF 129.37 FEET TO THE WEST LINE OF BREMENTOWNE ROAD SOUTH AS DEDICATED; THENCE SOUTH 21 DEGREES, 6 MINUTES, 27 SECONDS EAST ALONG SAID WEST LINE, 144.53 FEET TO A POINT OF CURVATURE ON SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 235.04 FEET, AN ARC DISTANCE OF 86.69 FEET TO A POINT OF TANGENCY ON SAID WEST LINE; THENCE SOUTH 0 DEGREES, 1 MINUTE, 30 SECONDS WEST ALONG SAID WEST LINE, 97.80 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 30 SECONDS WEST 236.97 FEET, THENCE NORTH 0 DEGREES, 1 MINUTE 30 SECONDS EAST 299.01 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: 28-19-300-074

16325 S. Harlem Ave.
Tinley Park, IL 60477

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EX/ABCD/DRHRE

EXHIBIT D

That part of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of Sieclar Subdivision, being a subdivision of part of the Southwest Quarter of said Southwest Quarter of Section 19; thence North $89^{\circ}-42'-59''$ West along the North line of said sieclar Subdivision, 1029.52 feet to the East lien of Harlem Avenue as dedicated; thence North $00^{\circ}-01'-30''$ East along said East line, 1202.87 feet to the Point of Beginning; thence continuing North $00^{\circ}-01'-30''$ East along the last described line 322.54 feet; thence South $89^{\circ}-58'-30''$ East 456.97 feet to the West line of Brementowne Road South as dedicated; thence South $00^{\circ}-01'-30''$ West along said West line 322.54 feet, to the North line of Steeple Run Unit 2, a subdivision of part of the Southwest Quarter of said Section 19; thence North $89^{\circ}-58'-30''$ West 456.97 feet along said North line, to the Point of Beginning (except therefrom the North 85.00 feet of the West 250.00 feet) in Cook County, Illinois.

PIN: 28-19-300-089
16335 S. Harlem Ave.
Tinley Park, IL 60477

PIN: 28-19-300-090
16345 S. Harlem Ave.
Tinley Park, IL 60477

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