

COOK COUNTY  
RECORDER  
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Cook County Recorder

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## AGREEMENT FOR GRANT OF EASEMENT



0030404646

This Agreement is made this 4<sup>th</sup> day of March, 2003

by and between THOMAS MAMMEN  
of 8661 S. Pulaski Ave. Chicago, IL 60652, "Grantor,"

and THOMAS MANAGEMENT ASSOCIATES, INC.,  
3977 W. Columbus Ave. Chicago IL 60652, "Grantee,"

and said parties hereby agree as follows:

**WHEREAS**, Grantor is the owner of certain commercial property/development located at 8661 S. Pulaski Ave. Chicago IL 60652; and

**WHEREAS**, Grantee is the owner of certain commercial property/development located at 3977 W. Columbus Ave. Chicago, IL 60652; and

**WHEREAS**, the parties desire to enter into this Agreement to grant, receive and create certain easements within the properties as hereinafter more fully described on Exhibit A, attached hereto and specifically incorporated herein, for the benefit of both properties; and

**WHEREAS**, it is the further intent of the parties to create ingress, egress and/or cross-access easements so as to create benefits and burdens to the subject properties;

**NOW, THEREFORE**, for and in consideration of Ten (\$10.00) Dollars in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

the parties agree to grant, accept and create certain easements as follows:

1. **INCORPORATION OF RECITALS:** The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth.

2. **GRANT OF EASEMENT:** The parties grant to each other a cross access, ingress and egress easement(s) over, on and across the parcels as shown on Exhibit B, attached hereto and specifically incorporated herein as if fully set forth.

3. **PURPOSE OF EASEMENT:** It is the intention of the parties that these easements shall be for the benefit and burden of both properties in the free and unfettered flow of vehicular traffic onto, between, in and about said properties for the commercial benefit of same.

4. **EXCLUSIVENESS OF EASEMENT:** The easements, rights and privileges granted by this easement are exclusive, and the parties covenant and agree not to convey any other easements or conflicting rights within the area covered by this grant without the express written consent of Grantor and Grantee.

5. **EASEMENT PREMISES:** The property subject to this grant of easement shall be considered those paved or to be paved portions of the subject properties utilized for parking, and/or the reasonable flow of vehicular traffic. It is not the intention of the parties that this grant shall limit or in any way restrict, the parties building design, size and/or future expansions, if any.

6. **OBLIGATIONS OF GRANTOR:** In addition to the other obligations contained herein, Grantor specifically agrees:

- A) To maintain and repair the area owned by Grantor constituting the Easement premises.
- B) To allow Grantee, its guests, invitees, clients and members of the public free and unfettered use of the easement areas consistent with the stated purpose and intent of these grants of easement(s).

7. **OBLIGATIONS OF GRANTEE:** In addition to the other obligations contained herein, Grantee specifically agrees:

- A) To maintain and repair the area owned by Grantee constituting the Easement premises.
- B) To allow Grantor, its guests, invitees, clients and members of the public free and unfettered use of the easement areas consistent with the stated purpose and intent of these grants of easement(s).

8. **RUNNING OF BENEFITS AND BURDENS:** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

9. **CONSTRUCTION:** The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties is carried out.

10. **HOLD HARMLESS/ INDEMNIFICATION:** That the GRANTOR hereby indemnifies the GRANTEE and agrees to hold the GRANTEE harmless from any claim of damage or injury which may occur to the GRANTEE, GRANTEE'S property or invitees which may arise as a result of GRANTEES', GRANTEE'S invitees, agents, employees entry upon GRANTOR'S property.

That the GRANTEE hereby indemnifies the GRANTOR and agrees to hold the GRANTOR harmless from any claim of damage or injury which may occur to the GRANTOR, GRANTOR'S property or invitees which may arise as a result of GRANTORS', GRANTOR'S invitees, agents, employees entry upon GRANTEE'S property.

11. **FEES:** If legal action is initiated which involves the enforcement or defense of the terms of this easement agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney's fees and costs, including but not limited to, expert witness fees. In addition to other remedies available at law or in equity, in the event of a material breach of this Agreement by either party, and in the further event that the breaching party fails to cure the breach upon ninety (90) day written notice from the non-breaching party, this Agreement may be voidable by the non-breaching party. The parties agree that significant unrepaired damage shall constitute a material breach when one of the parties is determined to be at fault.

12. ENTIRE AGREEMENT AND SEVERABILITY: This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof and may not be amended, waived, or discharged, except by instrument in writing executed by the party against which enforcement of such amendment, waiver, or discharge is sought. If any portion of this Agreement is voided by any legislative or judicial action, then the remaining portions of this Agreement shall remain in full force and effect and shall be construed to accomplish the intent of the voided section as closely as is legally permissible.

IN WITNESS WHEREOF the parties have set their hand and seals this 4<sup>TH</sup> day of MARCH, 2003.

GRANTOR:

THOMAS Management  
[Signature]

GRANTEE:

THOMAS MANAGEMENT INC.  
Srinu Pathani, President



This Document Prepared By:  
ROBIN PHILIP JESK & ASSOCIATES  
15150 South Cicero Avenue  
Oak Forest, IL 60452  
(708) 687-8500

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**AGREEMENT FOR GRANT OF EASEMENT**

**EXHIBIT A**

**GRANTOR'S PROPERTY: 8661 S. PULASKI AVE. CHICAGO, IL**

**LEGAL DESCRIPTION:**

ALL OF LOTS 434 TO 439 AND LOT 440 (EXCEPT THE NORTH EASTERLY 17.30 FEET THEREOF), BEING A SUBDIVISION OF LOTS 1,2 AND 3 IN HATLEY AND BOYER'S RESUBDIVISION IN THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**GRANTOR'S P.I.N.** 19-35-331-026 (7.70' FT. OF LOT 440)  
19-35-331-027 (LOT 439)  
19-35-331-028 (LOT 438)  
19-35-331-029 (LOT 437)  
19-35-331-030 (LOT 436)  
19-35-331-031 (LOT 435)  
19-35-331-032 (LOT 434)

**GRANTEE'S PROPERTY: 3977 W. COLUMBUS AVE. CHICAGO, IL**

**LEGAL DESCRIPTION:**

LOT 440 (EXCEPT THE SOUTHWESTERLY 7.70 FEET THEREOF) AND ALL OF LOTS 441 TO 446 BOTH INCLUSIVE IN 87th AND CRAWFORD HIGHLANDS, BEING A SUBDIVISION OF LOTS 1,2 AND 3 IN HATLEY AND BOYER'S RESUBDIVISION IN THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**GRANTEE'S P.I.N.** 19-35-331-020 (LOT 446)  
19-35-331-021 (LOT 445)  
19-35-331-022 (LOT 444)  
19-35-331-023 (LOT 443)  
19-35-331-024 (LOT 442)  
19-35-331-025 (LOT 441)  
19-35-331-026 (17.30' FT. OF LOT 440)