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Doc#: 0407539083
Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 03/15/2004 01:14 PM Pg: 1 of 8

PARKING EASEMENT AGREEMENT

This Parking Easement Agreement (the "Agreement") is made and entered into this 11th day of March, 2004 by and between Wiley Industrial, L.L.C., an Illinois limited liability company ("Wiley") and Meacham Business Center, L.L.C., an Illinois limited liability company ("Meacham").

WHEREAS, Wiley is the holder of fee simple title to the property legally described in Exhibit A, attached hereto and made a part hereof (the "Wiley Parcel");

WHEREAS, Meacham is the holder of fee simple title to the property legally described in Exhibit B, attached hereto and made a part hereof (the "Meacham Parcel");

WHEREAS, Wiley has agreed to grant to Meacham, and its successors and assigns, a perpetual, non-exclusive easement for the parking of vehicles on certain parking spaces located on the Wiley Parcel which parking spaces are depicted on the site plan attached hereto and made a part hereof as Exhibit C (the "Meacham Parking Easement").

WHEREAS, Meacham has agreed to grant to Wiley, and its successors and assigns, a perpetual, non-exclusive easement for the parking of vehicles on certain parking spaces located on the Meacham Parcel and a portion of which are also located on the Wiley Parcel but were granted to Meacham by a prior easement, which parking spaces are depicted on the site plan attached hereto and made a part hereof as Exhibit D (the "Wiley Parking Easement").

Prepared by and
after recording return to:
David B. Aufrecht, Esq.
55 W. Monroe Street
Suite 3550
Chicago, Illinois 60603

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NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement.

A. Wiley hereby grants to Meacham, and its successors and assigns, as an easement appurtenant to the Meacham Parcel (i) a non-exclusive perpetual easement on, over and across the Meacham Parking Easement, for the purpose of parking Meacham's vehicles and vehicles belonging to Meacham's employees, tenants, contractors and agents, and (ii) a non-exclusive perpetual easement on, over and across the paved areas of the Wiley Parcel, for the sole purpose of Meacham and Meacham's employees, tenants, contractors and agents to access and exit the Meacham Parking Easement to and from the Meacham Parcel.

B. Meacham hereby grants to Wiley, and its successors and assigns, as an easement appurtenant to the Wiley Parcel (i) a non-exclusive perpetual easement on, over and across the Wiley Parking Easement, for the purpose of parking Wiley's vehicles and vehicles belonging to Wiley's employees, tenants, contractors and agents, and (ii) a non-exclusive perpetual easement on, over and across the paved areas of the Meacham Parcel for the sole purpose of Wiley and Wiley's employees, tenants, contractors and agents to access and exit the Wiley Parking Easement to and from the Wiley Parcel.

2. Maintenance. The easements granted herein shall be maintained by the owner of the Parcel on which the easements are located in a manner that is consistent with that owner's maintenance of the remainder of the parking lot located on its Parcel.

3. Insurance. Each of the parties hereto shall obtain and maintain commercial general liability insurance against claims occurring on or arising from its use of the easement granted to such party herein in the amount of not less than \$1,000,000 for injury or death to a single person and not less than \$1,000,000 for any one occurrence and such insurance shall name the other party and its members, managers, agents and employees as an additional insured. Upon request, an owner shall provide a certificate to the other owner evidencing that such insurance is in full force and effect.

4. Indemnity. Each party agrees to indemnify and hold the other and its members, managers, agents and employees safe and harmless with respect to any and all claims, suits, losses or other actions occurring on or arising from such party's use of the Easement created for the benefit of such party hereunder.

5. Binding on Successors. The terms of and covenants

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contained in this Agreement shall run with the land and be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Amendments. This Agreement may be amended or modified only by a written instrument executed by the parties hereto or their respective successors and assigns.

Wiley Industrial, L.L.C.

By: Finch & Barry Realty, L.L.C.
its Manager

By: 
Leroy Finch, Manager

Meacham Business Center, L.L.C.

By: Finch & Barry Realty, L.L.C.
its Manager

By: 
Leroy Finch, Manager

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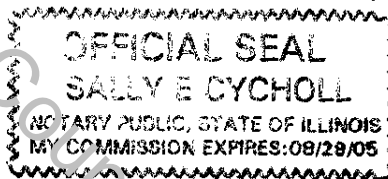
STATE OF Illinois)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Leroy Finch personally known to me to be the Manager of Finch & Barry Realty, L.L.C., the Manager of Wiley Industrial, L.L.C. and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager he signed and delivered the said instrument pursuant to authority given by Wiley Industrial, L.L.C. and as his free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of March, 2004.

Sally E. Cychohl
Notary Public

Commission expires: 8-29-05



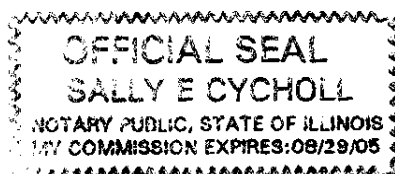
STATE OF Illinois)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Leroy Finch personally known to me to be the Manager of Finch & Barry Realty, L.L.C., the Manager of Meacham Business Center, L.L.C. and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager he signed and delivered the said instrument pursuant to authority given by Meacham Business Center, L.L.C. and as his free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of March, 2004.

Sally E. Cychohl
Notary Public

Commission expires: 8-29-05



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EXHIBIT A

THAT PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 AND RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 119.36 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID SOUTH LINE, 394.52 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 486.76 FEET TO A LINE DRAWN 165.0 FEET SOUTHERLY OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE, 399.12 FEET; THENCE SOUTHERLY PARALLEL WITH SAID WEST LINE OF THE NORTHWEST 1/4, 548.20 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

THAT PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

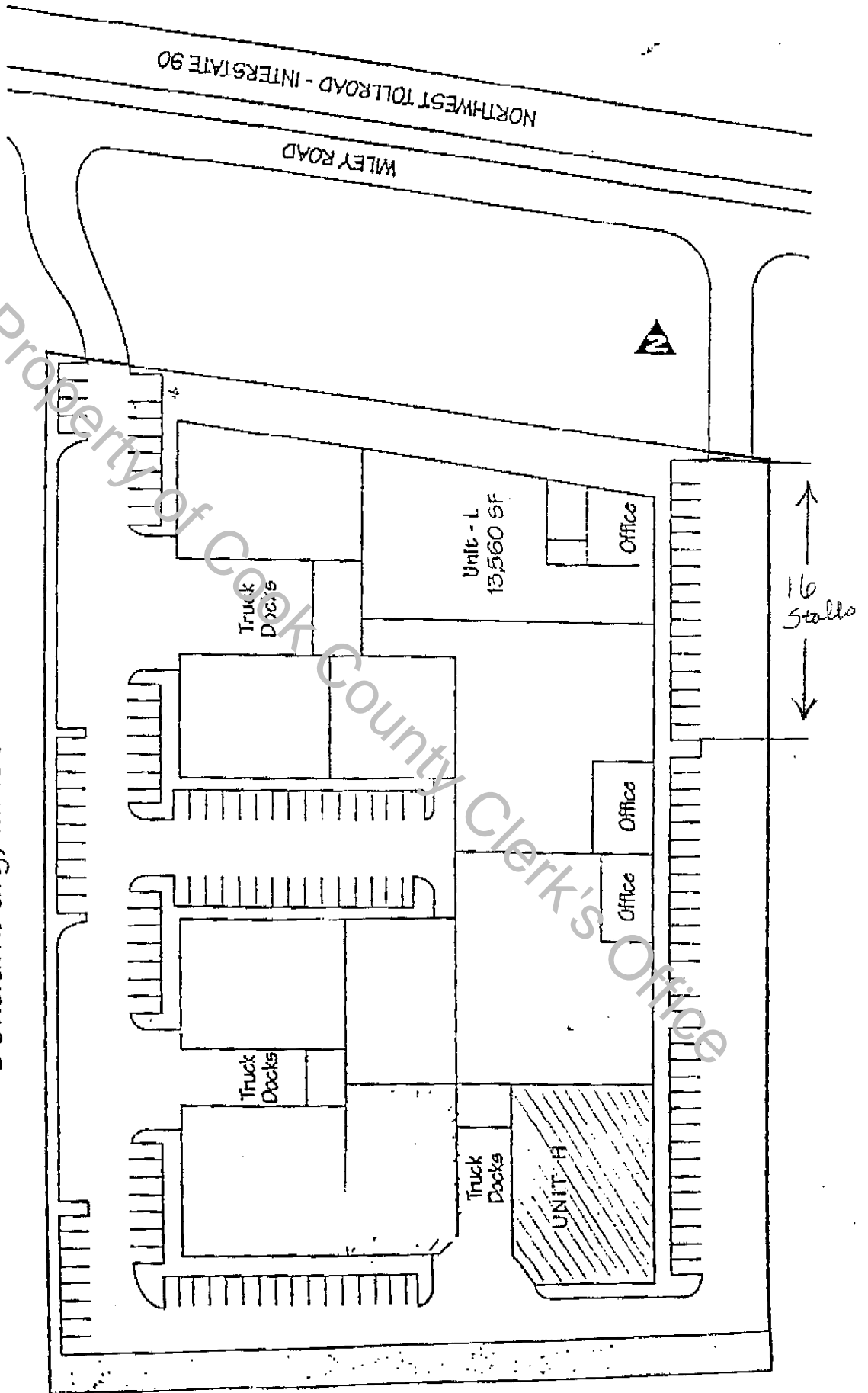
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 513.88 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 641.72 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND TAKEN BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION KNOWN AS PARCEL N-6C, 68.4; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 90 DEGREES 30 MINUTES WITH SAID SOUTH LINE OF THE NORTHWEST 1/4 A DISTANCE OF 248.98 FEET TO A POINT; THENCE TURNING AN ANGLE TO THE LEFT OF 14 DEGREES 02 MINUTES 10 SECONDS WITH THE LAST DESCRIBED LINE EXTENDED, AND RUNNING NORTHWESTERLY, A DISTANCE OF 123.69 FEET TO A POINT, THENCE TURNING AN ANGLE TO THE LEFT OF 40 DEGREES 13 MINUTES 28 SECONDS WITH THE LAST DESCRIBED LINE EXTENDED, AND RUNNING NORTHWESTERLY A DISTANCE OF 52.16 FEET TO THE INTERSECTION OF SAID LINE WITH A LINE 165 FEET SOUTHERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 571.48 FEET; THENCE SOUTH ALONG A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 486.78 FEET TO THE POINT OF BEGINNING;

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EXHIBIT C

1261 Wiley Road
Schaumburg, Illinois



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EXHIBIT D

Meacham Business Center

1305-1365 WILEY ROAD
SCHAUMBURG, ILLINOIS

SITE PLAN

