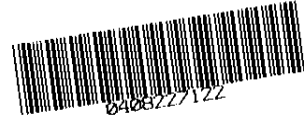


# UNOFFICIAL COPY

This instrument was prepared by and after recording should be returned to:

Sanford R. Gail  
Bell, Boyd & Lloyd LLC  
70 W. Madison Street  
Suite 3300  
Chicago, Illinois 60602



Doc#: 0408227122  
Eugene "Gene" Moore Fee: \$48.00  
Cook County Recorder of Deeds  
Date: 03/22/2004 02:25 PM Pg: 1 of 13

## SHARED ACCESS EASEMENT AGREEMENT

8151844 D2 CTI

This Shared Access Easement Agreement (the "Agreement") is made as of the 22nd day of March, 2004, by and among **LOCK UP OLD ORCHARD, L.L.C.** an Illinois limited liability company ("Lock Up"), **CHICAGO TITLE LAND TRUST COMPANY As Trustee Under Trust Agreement Dated June 25, 1963, And Known As Trust No. 45839**, an Illinois corporation, ("Trustee") and the **VILLAGE OF SKOKIE**, an Illinois Municipal corporation (the "Village").

### Recitals

A. Lock Up is the owner of certain real property (the "Lock Up Parcel") located east of and adjacent to Lockwood Avenue and north of Golf Road in the Village of Skokie, County of Cook, State of Illinois, legally described in **EXHIBIT A** attached hereto and made a part hereof.

B. Trustee is the owner of certain real property (the "Trustee Parcel") located west of and adjacent to Lockwood Avenue and north of Golf Road in the Village of Skokie, County of Cook, State of Illinois, legally described in **EXHIBIT B** attached hereto and made a part hereof.

C. Lock Up and Trustee have jointly petitioned the Village to vacate, among other things, that portion of the sixty-six foot (66') dedicated street known as Lockwood Avenue which lies north of the North line of the right-of-way of Golf Road and south of the right-of-way of Edens Expressway in the Village of Skokie Illinois.

D. Lock Up and Trustee by virtue of their current ownership of property adjacent to Lockwood Avenue will each become the owner of the one-half (1/2) of the vacated right-of-way of Lockwood Avenue adjacent to their respective properties upon completion of the vacation process by the Village as evidenced by the recording of a Plat of Vacation.

E. Lock Up and Trustee desire to create a shared driveway Twenty-six feet (26') in width to be used by each party for access to their respective properties to and from Golf Road and to locate the said access driveway on a portion of the vacated Lockwood Avenue lying between the North line of the right-of-way of Golf Road and the extended North line of the South twenty-four feet (24') of lot 30 in Block 2 in Wittbold's Rapid Transit Terrace Number 3

8151844 D2 CTI (9)

Box 13

Box 333

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Subdivision as shown on the Site Plan marked **EXHIBIT C** attached hereto and made a part hereof (the "Easement Area").

F. The Trustee Parcel and the Lock Up Parcel will, upon the vacation of Lockwood Avenue, be adjacent to each other and the Lock Up and Trustee each desire to grant an easement for ingress and egress on, over and across a portion of their respective property as shown on **EXHIBIT C** for the benefit of the other owner.

## Agreements

In consideration of the Recitals set forth above (which are by this reference made a part of this Agreement), the mutual agreements and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Lock Up and Trustee agree as follows:

1. Trustee's Shared Access Easement. Lock Up hereby grants to Trustee a perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress, to and from Golf Road to and from the Trustee Parcel on, over and across that portion of the Lock Up Parcel included within the Easement Area as shown as in **EXHIBIT C** attached hereto.
2. Lock Up's Shared Access Easement. Trustee hereby grants to Lock Up a perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress, to and from Golf Road to and from the Lock Up Parcel on, over and across that portion of the Trustee Parcel included within the Easement Area as shown as in **EXHIBIT C** attached hereto.
3. Construction and Maintenance of the Driveway in the Easement Area. Lock Up and Trustee agree that all costs for the construction, maintenance and repairs of the shared driveway within the Easement Area (the "Driveway") including but not limited to paving, curbing, resurfacing, striping, signage and other similar expenses shall be provided and paid for in the following manner: (a) Lock Up shall be obligated to construct and maintain the Driveway in good and safe condition and repair, shall make all repairs (including capital improvements) necessary to maintain such condition, and shall be responsible for all snow removal from the Driveway; (b) Prior to commencing construction of the Driveway, Lock Up shall submit its plans and estimated costs to Trustee or its beneficiary for written approval, which approval shall not be unreasonably withheld or delayed and Trustee may review cost estimates for the maintenance, repair and snow removal work as well as obtain additional estimates of its own; (c) Trustee shall reimburse Lock Up for 50% of the cost of constructing the Driveway and related improvements and snow removal and 30% of the cost of maintenance and repair work (unless such repairs are required as a result of damage caused by one of the owners or their business invitees in which case such owner shall pay the entire cost of such repairs) within thirty (30) days after Trustee's receipt of Lock Up's invoice therefor, which shall include a description of the work performed; and (d) each party shall be responsible for all landscaping of its own property. Any invoice amounts which are not timely paid shall bear interest at a rate of 1% per month until paid. Trustee hereby grants to Lock Up and its contractors the right to enter upon the Trustee's Parcel in order to perform any necessary construction, maintenance or repairs of the Driveway. If either party changes the use of its property and such use results in a substantial increase in the amount of traffic utilizing the Driveway, the parties agree to revise the percentages to be paid by each in

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connection with maintenance and repair work to reflect the increase in usage of the Driveway. If the parties can not agree on revised percentages within a reasonable time, the parties agree to submit the issue to binding arbitration in the City of Chicago in accordance with the rules of the American Arbitration Association.

4. Obstruction of Easement Area. Lock Up and Trustee agree that neither party shall obstruct, impede or interfere with the other parties reasonable use of the Driveway.

5. Relocation of Easement Area. If it shall become necessary or appropriate for Lock Up to alter or relocate the Easement Area within the vacated right-of-way of Lockwood Avenue in order to develop the Lock Up Parcel and provided such relocation does not disturb the existing trees on the Trustee Parcel, Lock Up shall submit its revised plans to Trustee or its beneficiary for written approval, which approval shall not be unreasonably withheld or delayed. The parties agree to execute such additional instruments or grants as may be necessary or appropriate in order to reflect such alteration or relocation; provided, however, that such alteration or relocation shall provide ingress and egress to and from the Trustee Parcel and Golf Road.

6. Indemnification. Lock Up and Trustee hereby agree to indemnify and hold each other harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional or willful act or omissions of such owner, its contractors, employees, agents, or others acting on behalf of such owner. Lock Up and Trustee each hereby agree that they shall hold harmless and indemnify the Village from any and all liability which it shall suffer, if any, from any cause whatsoever, by virtue of its being a party to this Agreement.

7. Insurance. Throughout the term of this Agreement each party shall procure or cause to procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 6 above), death, or property damage occurring upon such party's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any.

8. Utilities. Each party shall be responsible for the cost of relocating its existing electrical service underground, if required by the Village. Either party shall have the right, from time to time at its sole cost and expense including but not limited to surface restoration, to install, maintain, replace, repair, remove and operate such utilities as that party, in its reasonable discretion, may deem appropriate or necessary in, under, and upon the Easement Area; provided that such utilities or the installation thereof shall not interfere with or impair the rights of other party herein granted.

9. Covenants Running with the Land. All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the respective parties hereto and their successors and assigns.

10. Transfer of Ownership. Whenever a transfer of ownership of either the Trustee Parcel or the Lock Up Parcel, as the case may be, occurs, the liability of the transferor for any

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breach of covenant occurring thereafter shall automatically terminate with respect to such transferor. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land to the owner of either of the Trustee Parcel or the Lock Up Parcel, as the case may be, or any portion thereof being transferred.

11. Enforceability. Upon default by any party in the performance of its obligations under the terms of this Agreement, and failure of such defaulting party to cure such default within ten (10) days after the receipt of written notice from any non-defaulting party (or, in the case of a default which cannot be cured within a ten-day period, to commence actions to cure such default within said ten-day period and work diligently thereafter to cure such default), then for as long as the default continues the non-defaulting party shall have the right at its sole election to seek specific performance by injunction or to pursue any other remedy available at law or in equity.

12. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered by hand, mailed by registered or certified mail (return receipt requested) or facsimile transmission to the parties at the following addresses (or at such other addresses for a party as shall be specified by like notice) and shall be deemed given on the date on which so hand-delivered, telecopied or on the third business day following the date on which so mailed:

**To Lock Up:**

Lock Up Old Orchard, L.L.C.  
800 Frontage Road  
Northfield, Illinois 60093  
Attention: Robert A. Soudan  
Fax: (847) 441-7732

**To Trustee:**

Konstant Architecture Planning, Inc.  
5300 Golf Road  
Skokie, Illinois 60077  
Attention: Paul Konstant  
Fax: (847) 967-0111

**To Village:**

Village of Skokie  
5127 Oakton Street  
Skokie, Illinois 60077  
Attention: Corporation Counsel  
Fax: (847) 933-8200

13. Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record owners of the Lock Up Parcel and the Trustee Parcel evidenced by a document that has been fully executed and acknowledged by all such record owners and recorded in the official records of the County Recorder of Cook County, Illinois. Notwithstanding the foregoing, this Agreement shall not be changed, altered, amended, modified or, in any way, released, in whole or in part, without the express written consent of the Village which shall not be unreasonably withheld or delayed.

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## 14. Miscellaneous.

(a) Governing Law. The laws of the State of Illinois shall govern the interpretation, validity, performance, and enforcement of this Agreement.

(b) Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties to confer commercially usable rights of enjoyment on Trustee and Lock Up is carried out.

(c) Attorneys' Fees. Either party may enforce this Agreement by appropriate action and should it prevail in such litigation, it shall recover as part of its costs all reasonable attorneys' fees and expenses.

(d) Taxes and Assignments. Each owner shall pay all taxes, assessments or charges of any type levied or made by any governmental body or agency with respect to its parcel.

(e) No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

(f) No Agency; No Joint Venture. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

(g) No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Lock Up Parcel or the Trustee Parcel.

(h) Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

(i) Estoppel Certificates. Each party, within twenty (20) days of its receipt of a written request from the other party, shall from time to time provide the requesting party a certificate binding upon such party stating: (a) to the best of such party's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

(j) Counterparts This Agreement may be executed by the parties in separate duplicate counterparts, all of which taken together shall constitute one agreement binding on all the parties, notwithstanding that all the parties may not be signatories to the same original document.

15. Exculpatory. This Agreement is executed by **CHICAGO TITLE LAND TRUST COMPANY**, not personally but as trustee under Trust No. 45839, as aforesaid, in the exercise of the power and authority conferred upon and vested in said trustee as such, and it is

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expressly understood and agreed that nothing in said Agreement contained shall be construed as creating any liability on said trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, in said Agreement (all such liability, if any, being expressly waived by said Purchaser and by every person now or hereafter claiming any right or security thereunder) and that so far as said trustee is concerned, the trustee of any indebtedness or right accruing under said Agreement shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no control over the management thereof or the income therefrom, and has no knowledge respecting rentals, leases or other factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. Trustee does not warrant, indemnify, defend title nor is responsible for any environmental change.

The parties hereto have caused this Agreement to be executed as of the day and year first written above.

Lock Up:

**LOCK UP OLD ORCHARD, L.L.C.**, an Illinois limited liability Company

By: **SHS DEVELOPMENT COMPANY**  
Manager

By: [Signature]  
Its: Vice President

Trustee:

**CHICAGO TITLE LAND TRUST COMPANY, As Trustee Under Agreement Dated June 28, 1963 And Known As Trust No. 45839 and not personally**

By: [Signature]  
Its: ASST. VICE PRESIDENT

**ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN**

Village:

**VILLAGE OF SKOKIE**, an Illinois Municipal corporation

By: [Signature]  
Its: Village Manager

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## EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Chicago Title Land Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

County Clerk's Office

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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this 18th day of February, 2004, before me appeared Robert A. Soudan, Jr. to me personally known, who being by me duly sworn, did say that he is the Vice President of **SHS DEVELOPMENT COMPANY**, an Illinois corporation, Manager of **Lock Up Old Orchard, L.L.C.**, an Illinois limited liability company and that said instrument was signed by him on behalf of said corporation by authority of its board of directors, and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Sanford Gail  
Notary Public

My commission expires:

12/5/05



STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this \_\_\_ day of \_\_\_\_\_, 2004, before me appeared LYNDA S. BARRIE, to me personally known, who being by me duly sworn, did say that he is the ASST. VICE PRESIDENT of the **CHICAGO TITLE LAND TRUST COMPANY**, an Illinois corporation, and that said instrument was signed by him on behalf of said corporation by authority of its board of directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Carolyn Pampenella  
Notary Public



My commission expires



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STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF COOK        )

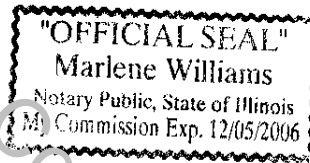
On this 3<sup>rd</sup> day of March, 2004, before me appeared ALBERT J. RIGONI, to me personally known, who being by me duly sworn, did say that he is the MANAGER of the **VILLAGE OF SKOKIE**, an Illinois Municipal corporation, and that said instrument was signed by him on behalf of said corporation by authority of its board of trustees, and said MANAGER acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Marlene Williams  
Notary Public

My commission expires:

12/5/06



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## EXHIBIT A

### Legal Description of Lock Up Parcel

LOTS 1, 2, 3 AND THE NORTH 6 INCHES ONLY OF LOTS 4 AND 5, AND LOTS 6 TO 15 BOTH INCLUSIVE (EXCEPT THAT PART OF LOTS 13 TO 15 TAKEN FOR HIGHWAY) IN BLOCK 1 IN WITTBOLD'S RAPID TRANSIT TERRACE NUMBER 3 SUBDIVISION IN SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 26 TO 29 (EXCEPT PART FOR TAKEN HIGHWAY) AND LOT 30 (EXCEPT SOUTH 24 FEET AND EXCEPT PART TAKEN FOR HIGHWAY) IN BLOCK 2 IN WITTBOLD'S RAPID TRANSIT TERRACE NUMBER 3 SUBDIVISION IN SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 IN COOK COUNTY, ILLINOIS.

TOGETHER WITH ONE HALF (1/2) OF THE 66 FEET OF THE VACATED RIGHT-OF-WAY OF LOCKWOOD AVENUE ADJACENT TO THE ABOVE DESCRIBED PROPERTY, THE 16 FOOT VACATED RIGHT-OF-WAY OF THE PUBLIC ALLEY LYING SOUTH OF LOT 6 AND THE 8 FOOT VACATED RIGHT-OF-WAY OF THE PUBLIC ALLEY LYING EAST OF LOTS 6 THROUGH 15 INCLUSIVE IN BLOCK 1 OF WITTBOLD'S RAPID TRANSIT TERRACE NUMBER 3 SUBDIVISION IN COOK COUNTY, ILLINOIS.

Permanent Tax No.: 10-09-315-003 through 013  
 10-09-315-016  
 10-09-314-019  
 10-09-314-035  
 10-09-314-037

Property Address: 5250 Golf Road  
 Skokie, Illinois

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## EXHIBIT B

### Legal Description of Trustee's Parcel

LOTS 1, 2, 3, 4, 5 AND THE SOUTH 24 FEET OF LOT 30 (EXCEPT THAT PART TAKEN FOR HIGHWAY PURPOSES) IN BLOCK 2 IN WITTBOLD'S RAPID TRANSIT TERRACE NUMBER 3 SUBDIVISION IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 IN COOK COUNTY, ILLINOIS.

TOGETHER WITH ONE HALF (1/2) OF THE 66 FEET OF THE VACATED RIGHT-OF-WAY OF LOCKWOOD AVENUE ADJACENT TO THE ABOVE DESCRIBED PROPERTY AND THE VACATED RIGHT-OF-WAY OF THE 16 FOOT VACATED ALLEY LYING SOUTH OF LOT 30 IN BLOCK 2 IN SAID WITTBOLD'S RAPID TRANSIT TERRACE NUMBER 3 SUBDIVISION IN COOK COUNTY, ILLINOIS.

Permanent Tax No.: 10-09-314-036  
10-09-314-038

Property Address: 5300 Golf Road  
Skokie, Illinois

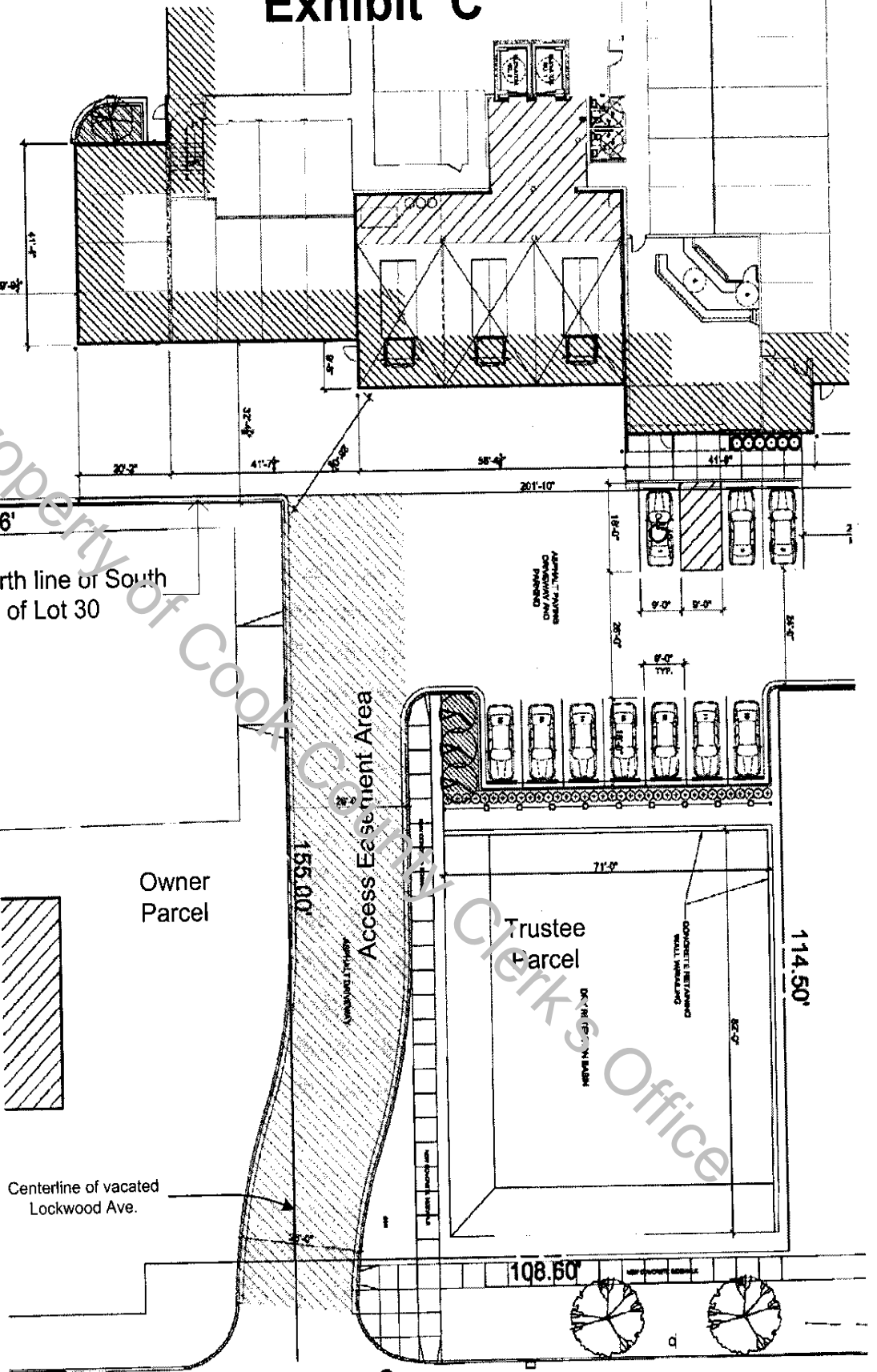
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## Exhibit C

SHS DEVELOPMENT  
DEVELOPER  
DECEMBER 17, 2003

ENLARGED SITE PLAN AT DRIVEWAY  
THE LOCK-UP STORAGE CENTER  
5250 GOLF ROAD  
SKOKIE, ILLINOIS

North line of South  
24' of Lot 30



# GOLF ROAD

SULLIVAN  
ARCHITECTS



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## EXHIBIT C

### Site Plan Showing Easement Area

