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Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 03/29/2004 11:30 AM Pg: 1 of 8

PINs:
7-13-101-010
7-13-101-013

Prepared by/return to:
Gregory L. Dose, Esq.
FagelHaber LLC
55 E. Monroe St. #4000
Chicago IL 60603

RECIPROCAL EASEMENT AGREEMENT FOR ACCESS AND PARKING

**NSA Properties II, LLC – Parkway Corporate Place, L.L.C.
Schaumburg, Illinois**

This Reciprocal Easement Agreement for Access and Parking ("Agreement") is made as of February 18 2004 by and between NSA Properties II, LLC ("NSA"), and Illinois limited liability company, and Parkway Corporate Place, L.L.C. ("Parkway"), a Delaware limited liability company. NSA and Parkway are herein sometimes referred to individually as a "Party" and collectively as "Parties".

RECITALS

A. NSA is the owner of an approximately 6.9-acre parcel of land located in the Village of Schaumburg between Meacham Road and National Parkway with frontage on the south side of American Lane, which is legally described on Exhibit A hereto (the "NSA Property"). NSA intends to subdivide the NSA Property in order facilitate a restaurant and hotel development with accessory parking lots thereon in accordance with the site plan attached hereto as Exhibit B (the "Site Plan").

B. Parkway is the owner of an approximately 14.75-acre parcel of land located in the Village of Schaumburg at the northeast corner of Woodfield Road and State Parkway, which is legally described on Exhibit A hereto (the "Parkway Property"). Parkway has improved the Parkway Property with three single story office buildings and accessory parking lots.

C. As depicted in the Site Plan, the NSA Property is adjacent to the Parkway Property.

D. Pursuant to the request of the Village of Schaumburg, NSA and Parkway have agreed to construct and maintain a cross-access driveway and a cross-access walkways between the NSA Property and Parkway Property, and to allow vehicular and pedestrian cross-access between the properties, and to allow cross-utilization of the parking spaces on each property.

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NOW, THEREFORE, in consideration of the recitals, covenants and agreements set forth herein, NSA and Parkway agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein as though fully set forth in this Paragraph 1.
2. **Construction Easement.** Upon development of the NSA Property, contractors and agents of NSA may enter upon those parts of the Parkway Property identified on the Site Plan as "construction areas" as may be necessary to construct a cross-access driveway, cross-access walkways, parking spaces, curbing and landscaped islands in the manner depicted on the Site Plan. All construction activity undertaken by NSA pursuant to this Paragraph 2 shall be (a) completed prior to receipt of an occupancy permit for the first building constructed on the NSA Property, (b) constructed in accordance with plans and specifications approved by the Village of Schaumburg, (c) built in a workman-like manner without any liens on the Parkway Property, (d) fully paid for by NSA without any contribution by Parkway, and (e) shall be performed in such a manner as to minimize to the greatest extent possible the interference with and inconvenience to all tenants and occupants of the Parkway Property and their improvements and all of their employees, agents, visitors and other invitees.
3. **Reciprocal Easement.** A permanent, non-exclusive reciprocal easement is hereby granted to NSA and Parkway, their successors and assigns, and their tenants, guests and invitees as follows: The cross-access driveway constructed pursuant to Paragraph 2 herein, and all driveways, parking lot aisles and uncovered surface parking spaces constructed on the NSA Property and the Parkway Property may be used for vehicular access and parking; the cross-access walkways constructed pursuant to Paragraph 2 herein, and all walkways and paved surfaces constructed on the NSA Property and the Parkway Property may be used for pedestrian access.
4. **Indemnity and Maintenance.** NSA will indemnify, defend and hold Parkway harmless for any claim for loss of life, injury to person or damage to property arising out of NSA's construction of the cross-access driveway, cross-access walkways, parking spaces, curbing and landscaped islands in the "construction areas" identified on the Site Plan. Upon completion of construction of said cross-access driveway and cross-access walkway, each Party shall be responsible for maintenance of all walkways, curbing and paved surfaces on its respective property without contribution or penalty from the other Party.
5. **Other Easements.** The covenants and easements declared and granted herein shall be subject to and subordinate to all other easements, covenants and restrictions which burden the NSA Property and the Parkway Property as of the date of the recording of this Agreement.
6. **No Impairment of Easement.** The Parties shall not erect any fence or other barrier, or make any change in grade or elevation, which would prevent or inhibit use of the cross-access driveway and cross-access walkways constructed pursuant to

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Paragraph 2 herein, except for temporary interferences due to construction or repair of said driveway or walkways, or other improvements in the vicinity thereof.

7. **Relocation.** Either Party may relocate the cross-access driveway and cross-access walkways constructed pursuant to Paragraph 2 herein provided (a) the other Party agrees in writing to relocation and such writing is recorded as an amendment to this Agreement, (b) the Director of Planning of the Village of Schaumburg states in writing that such relocation will not cause the property of either Party to be in violation of any development approvals or permits, and (c) the Party requesting relocation pays all costs related to such relocation.

8. **Rights Reserved.** Each Party reserves unto itself all rights to use and enjoy its property for any and all purposes which do not interfere with or prevent use of the cross-access driveway and cross-access walkways constructed pursuant to Paragraph 2 herein, including the right to develop, redevelop and reconfigure development on its property.

9. **Binding Effect.** The reciprocal easement granted in Paragraph 3 of this Agreement shall be appurtenant to the NSA Property and the Parkway Property, and shall burden all parts of said properties and benefit the owners and tenants from time to time of all parts of said properties so long as said properties are within a business classification under the zoning regulations of the Village of Schaumburg. The covenant of indemnity stated in Paragraph 4 of this Agreement shall run with the land of the NSA Property and inure to the benefit of the owner(s) of the Parkway Property.

10. **Enforcement.** The easements and covenants granted by this Agreement may be enforced by action at law or suit in equity, including the remedies of specific performance and rescission, by any owner from time to time of all or any part of the NSA Property or the Parkway Property, provided that at least 30-days notice is given to the person alleged to be in breach before any action or suit is filed.

11. **Notice.** All notices and communications to and between the Parties shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, or delivered personally to the Parties at the following addresses, or such other addresses as the Parties may, my notice, designate:

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| If to NSA: | NSA Properties II, LLC Attn: Mark J. Barati Granite Real Estate Management 1300 E. Woodfield Rd., Suite 525 Schaumburg IL 60173-5446 |
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| With a copy to: | FagelHaber LLC Attn: Gregory L. Dose, Esq. 55 E. Monroe St., Suite 4000 Chicago IL 60603 |
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If to Parkway: Parkway Corporate Place, L.L.C.
c/o Romanek Properties, Ltd.
Attn: Peter Holstein
8410 W. Bryn Mawr, Suite 500
Chicago IL 60631

With a copy to: Piper Rudnick LLC
Attn: David Glickstein
203 N. LaSalle Street
Chicago IL 60601

12. **Entire Agreement, Amendment, Termination.** This Agreement, including Exhibits A and B hereto, constitutes the complete and entire agreement between the Parties regarding access to and parking on their properties, and supersedes any prior agreements, exhibits and statements of the Parties regarding access to and parking on their properties. No modification to or amendment of this Agreement shall be effective unless it is in writing and recorded. The Parties shall not modify or amend this Agreement or the Exhibits hereto, nor shall the Parties agree to terminate this Agreement without the approval of the Village of Schaumburg in the form of a resolution adopted by the Board of Trustees of said Village.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

NSA Properties II, LLC
an Illinois limited liability company

By: [Signature]

Its: Managing Member

Parkway Corporate Place, L.L.C.
an Delaware limited liability company

By: [Signature]

Its: MEMBER + AUTHORIZED SIGNATORY

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NOTARY CERTIFICATES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



I, the undersigned Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Mark J. Barati, personally known to me to be the managing member of NSA Properties II, LLC, appeared before me this day and acknowledged that he signed and delivered the attached instrument as his own free and voluntary act and the free and voluntary act of said company for the uses and purposes therein set forth.

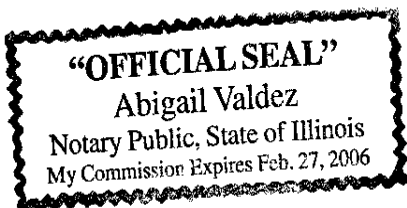
GIVEN under my hand and Notary seal this 18th day of February, 2004.

Margaret R. Nolan
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that PETER HOLSTEIN, personally known to me to be the/a MEMBER AUTHORIZED SIGNATORY of Parkway Corporate Place, L.L.C., appeared before me this day and acknowledged that s/he signed and delivered the attached instrument as his/her own free and voluntary act and the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notary seal this 23rd day of February, 2004.



Abigail Valdez
Notary Public

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Exhibit A: Legal Descriptions

NSA Property:

The East 452 feet of the most Northerly 665.00 feet of Lot 2 in Anderson's Second Resubdivision of Lot 2 in Anderson's Resubdivision of Lot 11 in Anderson's Woodfield Park, being a subdivision of part of the Northwest $\frac{1}{4}$ of Section 13, Township 41 North, Range 10 East of the Third Principal Meridian in Cook County, Illinois.

PIN: 07-13-101-010

1301 – 1311 American Lane, Schaumburg IL

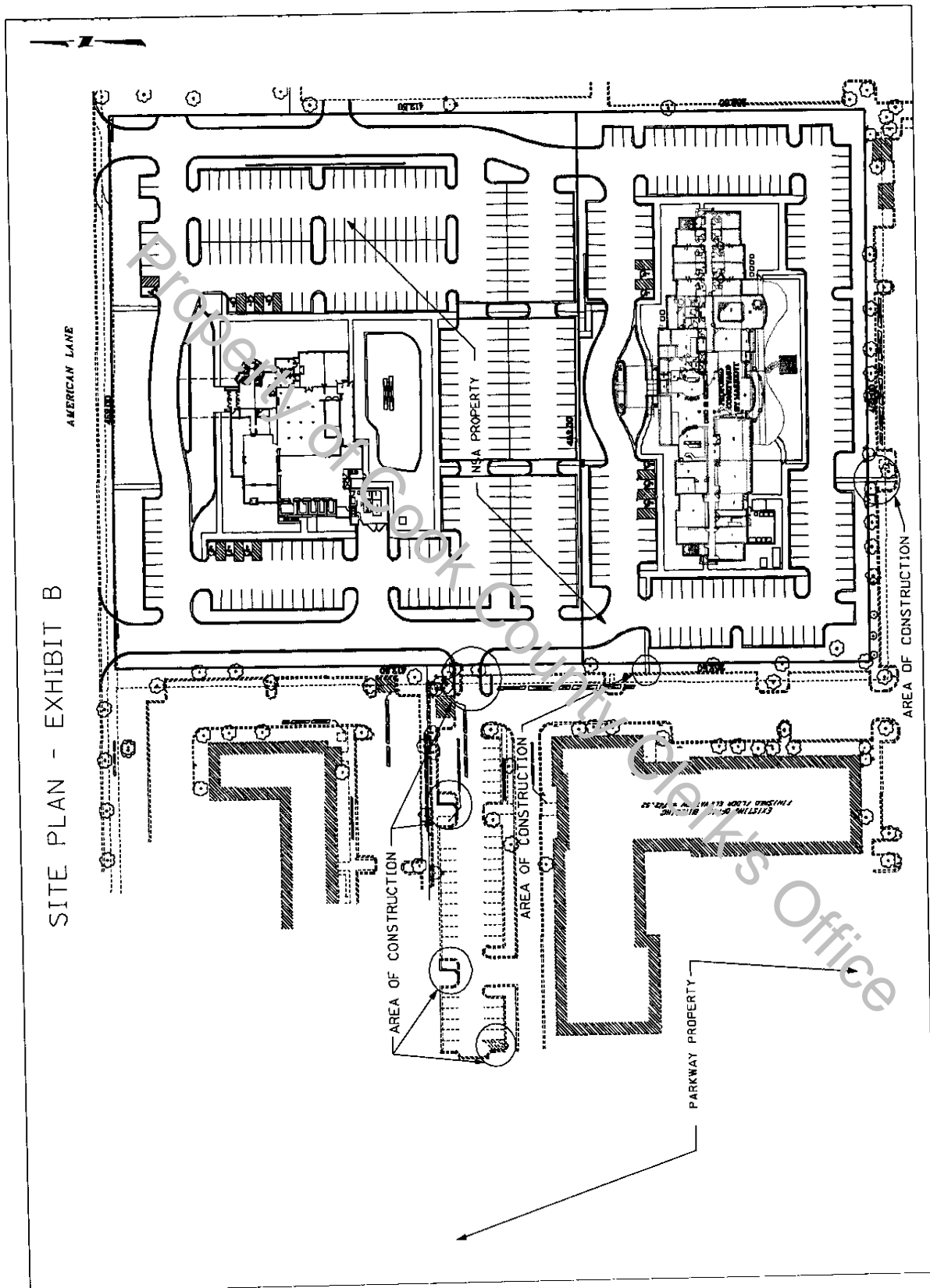
Parkway Property:

Lot 2 in Oxford Capital Partners' Resubdivision, being a resubdivision of Lot 1 in Anderson's Third Resubdivision, a resubdivision of part of Lot 2 in Anderson's Second Resubdivision, a resubdivision of Anderson's Resubdivision of part of Lot 11 in Anderson's Woodfield Park, a subdivision of part of the Northwest $\frac{1}{4}$ of Section 13, Township 41 North, Range 10 East of the Third Principal Meridian in Cook County, Illinois.

PIN: 07-13-101-013

915 - 935 - 955 National Parkway, Schaumburg IL

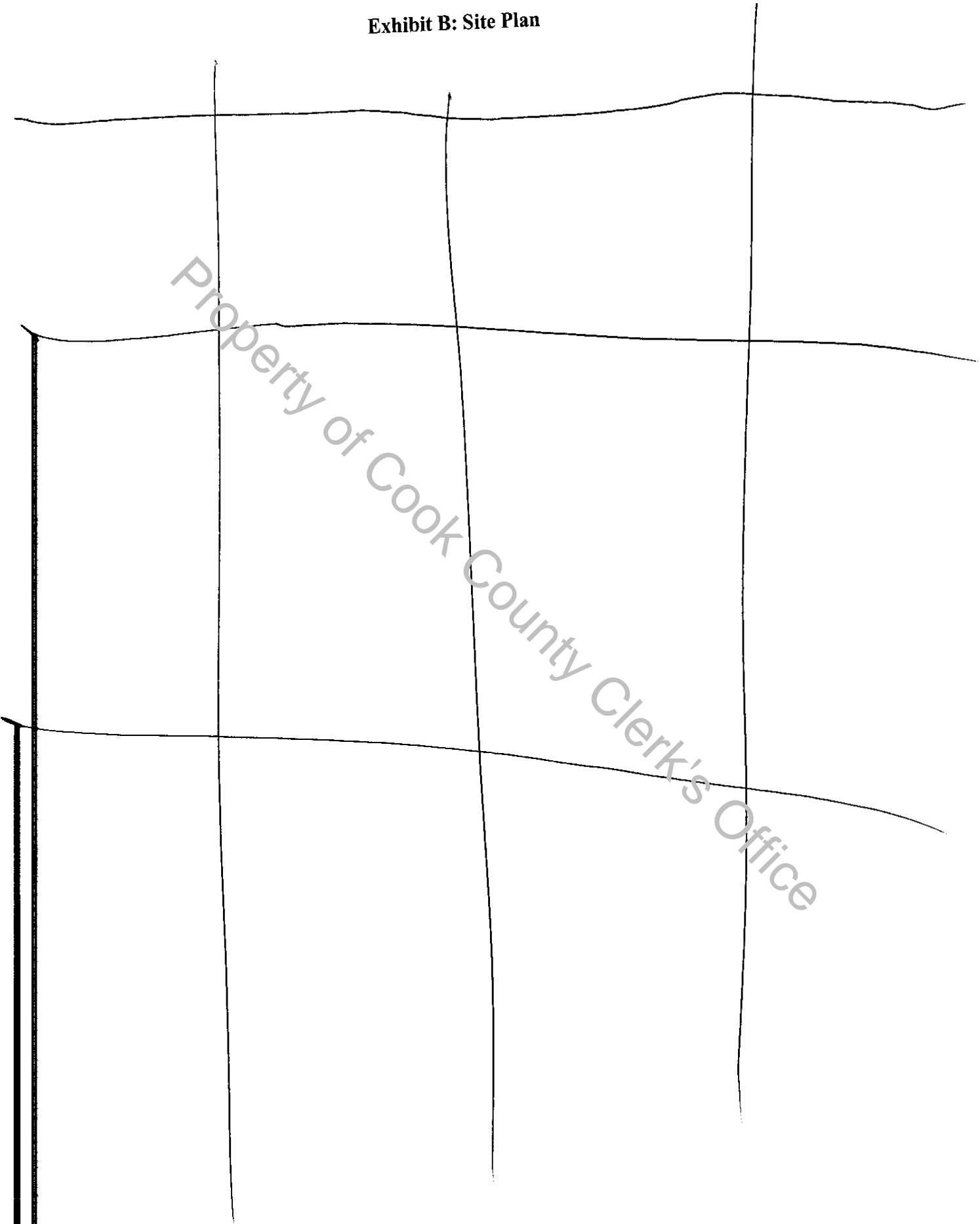
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SITE PLAN - EXHIBIT B

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Exhibit B: Site Plan



Property of Cook County Clerk's Office