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CROSS-EASEMENT AGREEMENT

Doc#: 0414618086
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 05/25/2004 01:28 PM Pg: 1 of 4

This Cross-Easement Agreement is made between Weiler Building, L.L.C. (hereinafter "Weiler Building") and Crystal Springs, L.L.C. (hereinafter "Crystal Springs").

RECITALS

WHEREAS, Weiler Building, L.L.C., is an Illinois Limited Liability Company, and is the owner of the tract of land with a common address of 105-117 S. Weiler Road, Arlington Heights, Illinois, described as follows:

Lot 19 in Higgins Industrial Park Unit 3 in the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois (P.I.N. 08-26-204-007-0000)

(hereinafter the "Weiler Property"); and

WHEREAS, Crystal Springs is an Illinois Limited Liability Company, and is the owner of the tract of land with a common address of 2461-2469 E. Oakton, Arlington Heights, Illinois, described as follows:

Lots 17 and 18 in Higgins Industrial Park Unit 3 in the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois (P.I.N. 08-26-204-015-0000)

(hereinafter the "Crystal Property"); and

WHEREAS, the Weiler Property is adjacent to and located directly to the south of the Crystal Property, such that the north boundary and north lot line of the Weiler Property is also the south boundary and south lot line of the Crystal Property; and

WHEREAS, Weiler Building and Crystal Springs desire to grant to each other, and each desires to receive from the other, a permanent easement across their respective properties a distance of twenty-two (22') feet on each side of the shared lot line.

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I	C.A.	

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GRANT OF EASEMENTS

NOW THEREFORE, in consideration of one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and covenants, and restrictions, are made by and between the parties:

1. The aforementioned Recitals are incorporated in and a part of this Agreement.
2. Crystal Springs hereby grants to Weiler Building, its transferees, assigns, and successors in title, a perpetual easement for ingress and egress to the Weiler Property and the buildings located on the Weiler Property, over, across and upon that part of the Crystal Property which consists of the area that extends twenty-two (22') feet north from the aforementioned boundary lot line between the two properties, and extends across the Crystal Property to the east and west boundaries of the lot.
3. Weiler Building hereby grants to Crystal Springs, its transferees, assigns, and successors in title, a perpetual easement for ingress and egress to the Crystal Property and the buildings located on the Crystal Property, over, across and upon that part of the Weiler Property which consists of the area that extends twenty-two (22') feet south from the aforementioned boundary lot line between the two properties, and extends across the Weiler Property to the east and west boundaries of the lot.
4. Attached hereto is a diagram intended to generally show the easement area. The Parties understand and acknowledge that said diagram is for demonstrative purposes only, and is not intended to be a survey or plat of survey or otherwise drawn to scale or to exact measurements.
5. Exclusive use of the easement premises is not hereby granted. Each party reserves the right to any above surface or subsurface use of their respective properties, provided that any use shall not obstruct or interfere with the other's reasonable use of the easement premises. Each party shall have the rights granted by this "Cross-Easement Agreement" for itself and for its lessees, agents, customers, employees, invitees and licensees, and subsequent purchasers or transferees. Both parties agree that and covenant that vehicles shall not be parked on the easement premises except so long as may be reasonably necessary to load and unload the vehicle.
6. Each party shall keep the easement premises located on its property in good repair. Each party shall exercise reasonable care in the use of the easement premises so as not to cause more than normal wear and tear on the easement improvements. Each party shall bear the cost and expense of maintaining, improving and repairing the easement premises located on its property. However, any damage caused to the easement premises beyond normal wear and tear caused by a party or by the party's tenants, lessees, agents, employees or invitees shall be promptly repaired by the party at its sole expense.

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7. All provisions of this instrument, including the benefits and burdens, shall run with the land and are binding on and inure to the benefit of the assigns, successors, successors in title, tenants, lessees, and personal representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this grant effective this 13th day of May, 2004.

WEILER BUILDING, L.L.C.,

CRYSTAL SPRINGS, L.L.C.,

By: [Signature]
Its Manager

By: [Signature]
Its Manager

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 LARRY P. KAVAR of Weiler Building, L.L.C., 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 he signed, sealed and delivered such instrument as his own free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal, this 9th day of May, 2004.



[Signature]
Notary Public

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 Siegfried Weiler of Crystal Springs, L.L.C., 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 he signed, sealed and delivered such instrument as his own free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

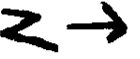
GIVEN under my hand and notary seal, this 13th day of May, 2004.

[Signature]
Notary Public

Prepared by and AFTER RECORDING MAIL TO:
Dickler, Kahn, Slowikowski & Zavell, Ltd.
85 W. Algonquin Road, Suite 420
Arlington Heights, Illinois 60005



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LEGEND

= EASEMENT AREA

PROPERTY LINE

ROAD

WEILER

North 159.08'

Lot 17

Building at 2461-69 E. OAKTON ST.

Lot 18

South line of Oakton St.

Lot 19

Building at 105 - 117 S. WEILER RD.

East

366.36'

Exist. Bldg.

21

PP 4 wires PF

10' Public Utilities Easement
4 wires

500' 30' 20" W 150.00'

I.P.

I.P.

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