



Doc#: 0424610028

Eugene "Gene" Moore Fee: \$42.50

Cook County Recorder of Deeds

Date: 09/02/2004 03:02 PM Pg: 1 of 10

PINs:  
7-13-101-002  
7-13-101-003  
7-13-101-010

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

**930 & 1010 N. Meacham Road – 1301 & 1311 American Lane  
Schaumburg, Illinois**

This Reciprocal Easement Agreement for Access and Parking ("Agreement") is made as of September 1, 2004 by and between V-Land Schaumburg LLC ("V-Land"), an Illinois limited liability company, 928 American Lane LLC ("928"), an Illinois limited liability company, and Schcourt, LLC ("Schcourt"), an Indiana limited liability company. V-Land, 928 and Schcourt are herein sometimes referred to individually as a "Party" and collectively as "Parties".

### RECITALS

A. V-Land is the owner of an approximately 2.29-acre parcel of land located in the Village of Schaumburg, commonly known as 930 N. Meacham Road, which is legally described on Exhibit A hereto (the "V-Land 930 Property"). V-Land intends to develop the V-Land 930 Property for commercial/ restaurant purposes.

B. V-Land is also the owner of an approximately 1.33-acre parcel of land located in the Village of Schaumburg, commonly known as 1010 N. Meacham Road, which is legally described on Exhibit A hereto (the "V-Land 1010 Property"). V-Land intends to develop the V-Land 1010 Property for commercial/ restaurant purposes.

C. 928 is the owner of an approximately 4.28-acre parcel of land located in the Village of Schaumburg, commonly known as 1301 American Lane, which is legally described on Exhibit A hereto (the "928 Property"). 928 intends to develop the 928 Property for restaurant purposes.

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D. Schcourt is the owner of an approximately 2.62-acre parcel of land located in the Village of Schaumburg, commonly known as 1311 American Lane, which is legally described on Exhibit A hereto (the "Schcourt Property"). Schcourt intends to develop the Schcourt Property for hotel purposes.

E. The V-Land 930 Property, V-Land 1010 Property, 928 Property and Schcourt Property (hereinafter jointly referred to as the "Properties") are adjacent to each other. In accordance with conditions to zoning and site plan approvals for the Properties received from the Village of Schaumburg, the Parties have agreed to allow certain vehicular and pedestrian cross-access between the Properties, and to allow certain cross-utilization of the parking spaces on the Properties.

## PROVISIONS

**NOW, THEREFORE**, in consideration of the recitals, covenants and agreements set forth herein, V-Land 928 and Schcourt agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein as though fully set forth in this Paragraph 1.

2. **V-Land Grant of Easement.** V-Land, as owner of the V-Land 930 Property, hereby grants to V-Land as owner of the V-Land 1010 Property, 928 and Schcourt, and their respective tenants, licensees, mortgagees, invitees, guests, transferees, successors and assigns of the V-Land 1010 Property, 928 Property and Schcourt Property, and to law enforcement authorities and emergency services personnel, (a) a permanent, non-exclusive easement over, upon and across those portions of the V-Land 930 Property constructed and utilized from time to time as access driveways, parking lot aisles and sidewalks for the purpose of vehicular and pedestrian circulation among the V-Land 930 Property and V-Land 1010 Property, 928 Property and Schcourt Property, and for the purpose of access to Meacham Road; and (b) a permanent, non-exclusive easement upon and across those portions of the V-Land 930 Property constructed and utilized as uncovered surface parking spaces for parking passenger vehicles and motorcycles.

3. **V-Land 1010 Grant of Easement.** V-Land, as owner of the V-Land 1010 Property, hereby grants to V-Land as owner of the V-Land 930 Property, 928 and Schcourt, and their respective tenants, licensees, mortgagees, invitees, guests, transferees, successors and assigns of the V-Land 930 Property, 928 Property and Schcourt Property, and to law enforcement authorities and emergency services personnel, (a) a permanent, non-exclusive easement over, upon and across those portions of the V-Land 1010 Property constructed and utilized from time to time as access driveways, parking lot aisles and sidewalks for the purpose of vehicular and pedestrian circulation among the V-Land 930 Property, V-Land 1010 Property, 928 Property and Schcourt Property, and for the purpose of access to Meacham Road; and (b) a permanent, non-exclusive easement upon and across those portions of the V-Land 1010 Property constructed and

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utilized as uncovered surface parking spaces for parking passenger vehicles and motorcycles.

4. **928 and Schcourt Grant of Easement.** 928 and Schcourt hereby grant to V-Land and its respective tenants, licensees, mortgagees, invitees, guests, transferees, successors and assigns of the V-Land 930 Property and the V-Land 1010 Property, respectively, and to law enforcement authorities and emergency services personnel, (a) a permanent, non-exclusive easement over, upon and across those portions of both the 928 Property and the Schcourt Property constructed and utilized from time to time as access driveways, parking lot aisles and sidewalks for the purpose of vehicular and pedestrian circulation among the V-Land 930 Property, V-Land 1010 Property, 928 Property and Schcourt Property, and for the purpose of access to American Lane; and (b) a permanent, non-exclusive easement upon and across those portions of the 928 Property and Schcourt Property constructed and utilized as uncovered surface parking spaces for parking passenger vehicles and motorcycles.

5. **Access Locations and Parking Restrictions.** Access driveways between the Properties shall be located and constructed in accordance with plans approved by the Engineering Department of the Village of Schaumburg. Parking spaces on the Properties shall be available to the Parties and their tenants, licensees, mortgagees, invitees, guests, transferees and emergency service personnel on an unrestricted, first come-first served basis, subject to requirements for accessible parking spaces and any limitations and restrictions allowed by the Village of Schaumburg, including but not limited to, valet parking plans for restaurants and hotels located on the Properties and exclusive parking areas granted to tenants. V-Land and its transferees and tenants of the 930 Property and 1010 Property shall direct and encourage employees of businesses located on the 930 Property and 1010 Property to park their vehicles and motorcycles in parking spaces on the 930 Property and the 1010 Property, and not in parking spaces on the Schcourt Property or 928 Property. Schcourt and its transferees and tenants of the Schcourt Property shall direct and encourage employees of the businesses located on the Schcourt Property to park their vehicles and motorcycles in parking spaces on the Schcourt Property, and not in parking spaces on the 930 Property, 1010 Property or 928 Property. 928 and its transferees and tenants of the 928 Property shall direct and encourage employees of the businesses located on the 928 Property to park their vehicles and motorcycles in parking spaces on the adjoining property located at 915-935-955 National Parkway (Parkway Corporate Place) in accordance with rights granted in the Reciprocal Easement Agreement for Access and Parking recorded with the Cook County Recorder on March 29, 2004 as Document No. 0408918051, and not in parking spaces on the 928 Property, 930 Property, 1010 Property or Schcourt Property.

6. **Access Driveway Construction.** If either V-Land or 928 (for purposes of this Paragraph 6 only, the "Nonbuilding Party") has not constructed access driveways to the public street adjacent to the Nonbuilding Party's property or surface parking spaces on the Nonbuilding Party's property, on or before the date on which either V-Land or 928, as the case may be (the "Benefited Party") is prepared to open for business on the Benefited Party's property, the Benefited Party, at its sole cost, shall have the right to

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enter upon the Nonbuilding Party's property to construct access driveways to enable the Benefited Party to utilize the easement granted herein for access to the public street adjacent to the Nonbuilding Party's property and to construct surface parking spaces on the Nonbuilding Party's property (collectively, the "Access Work"), provided (i) the Benefited Party shall furnish the Nonbuilding Party with evidence of liability and property insurance customarily obtained for the Access Work; (ii) the Benefited Party, at its sole cost, shall obtain all permits necessary for the Access Work and furnish copies to the Nonbuilding Party; (iii) the Benefited Party shall indemnify, defend and hold harmless the Nonbuilding Party and any mortgagee of record on the Nonbuilding Party's property against any and all costs, losses, damages, liabilities and injuries (including, without limitation, attorneys' fees) arising out of the entry onto the Property, the performance of the Access Work and the failure to pay for the Access Work by the Benefited Party, its representatives, contractors, employees and agents; (iv) the Access Work shall be performed in accordance with all applicable laws, ordinances, regulations and statutes, and in a good and workmanlike manner; and (v) the Benefited Party shall repair any damage to the Nonbuilding Party's property caused while performing the Access Work.

7. **Other Easements.** The covenants and easements declared and granted herein shall be subject to the rights reserved in Paragraph 9 of this Agreement and subject to and subordinate to all other easements, covenants and restrictions of record which burden the Properties as of the date of the recording of this Agreement.

8. **No Impairment of Easement.** A Party shall not erect any fence or other barrier, or make any change in the grade or elevation its property, which would prevent or inhibit use of access driveways between the Properties, except for permanent improvements to the Properties constructed in a manner approved by the Village of Schaumburg and temporary interferences due to construction or repair of said driveways or other improvements in the vicinity thereof.

9. **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 access driveways between the Properties, including the right to develop, redevelop and reconfigure development on its property. No Party shall interfere with another Party's use of its property for any lawful purpose.

10. **Binding Effect.** The reciprocal easements granted in Paragraphs 2, 3 and 4 of this Agreement shall be appurtenant to the Properties, shall burden all parts of the Properties and benefit the owners and tenants of from time to time of all parts of the Properties only so long as any of the Properties is within a business classification under the zoning regulations of the Village of Schaumburg. The covenants and restrictions stated in this Agreement shall run with the land of Properties and inure to the benefit of the owner(s) and tenants of the Properties only so long as any of the Properties is within a business classification under the zoning regulations of the Village of Schaumburg.

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11. **Transfer of Ownership.** Whenever transfer of ownership of any of the Properties, or any part thereof, occurs, the liability of the transferor for any breach of or duty owed under this Agreement shall automatically terminate, and the transferee shall automatically assume the burdens and responsibilities imposed by this Agreement, and acceptance of a deed for any of the Properties, or any part thereof, shall be conclusive evidence of such assumption.

12. **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 or tenant from time to time of all or any part of any of the Properties, provided that at least 30-days notice is given to the person alleged to be in breach before any action or suit is filed. In the event of any action or proceeding brought pursuant to this Paragraph 12 the prevailing litigant shall be entitled to recover from the non-prevailing party or parties all costs and expenses, including fees of its attorneys and costs of appeal, which the court deems reasonable.

13. **Waiver.** No delay or omission by any Party, or its successor or assign, to exercise any right or power occurring upon any breach of this Agreement by any other Party, or its successor or assign, shall impair such right or power or be construed as a waiver thereof. A waiver by a Party, or its successor or assign, of a breach of this Agreement by any other Party, or its successor or assign, shall not be construed to be a waiver of any succeeding breach of this Agreement.

14. **Notice.** All notices and communications to and between the Parties shall be in writing and shall be sent by certified United States 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. Notice shall be deemed properly served three (3) days after deposit in the United States mail postage prepaid, or upon delivery or refusal if delivered personally.

If to V-Land:

V-Land Schaumburg LLC  
Attn: Steven J. Panko  
321 N. Clark St., Suite 2440  
Chicago IL 60610

With a copy to:

Krasnow Saunders Cornblath LLP  
Attn: Glen R. Cornblath, Esq.  
500 N. Dearborn St., 2nd Flr.  
Chicago IL 60610

If to 928:

928 American Lane LLC,  
Attn: Mark J. Barati  
Granite Real Estate Management  
1300 E. Woodfield Rd., Suite 525  
Schaumburg IL 60173-5446

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

**V-Land Schaumburg LLC**  
an Illinois limited liability company

By: 

Its: Manager

**928 American Lane LLC**  
an Illinois limited liability company

By: 

Its: MANAGER

**Schcour, LLC**  
an Indiana limited liability company

By: White Lodging Services Corporation, Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

Property of Cook County Clerk's Office

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

**V-Land Schaumburg LLC**  
an Illinois limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

**928 American Lane LLC**  
an Illinois limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Scheart, LLC**  
an Indiana limited liability company

By: White Lodging Services Corporation, Manager

By: *James E. Bell*

Its: Chief Operating Officer

Doc. No. 389591v2/ Rev. 3 - Clean









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## Exhibit A: Legal Descriptions

### V-Land 930 Property:

Lot 13 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, appearing on the plat thereof recorded on October 7, 1974 as Document 22869159 in the office of the Cook County Recorder of Deeds.

PIN: 07-13-101-003

930 N. Meacham Road, Schaumburg IL

### V-Land 1010 Property:

Lot 12 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 according to plat thereof recorded on October 7, 1974 as Document 22869159, (except that part described as follows: Beginning at the northeast corner of Lot 12, aforesaid; thence on an assumed bearing south 60 degrees, 25 minutes, 59 seconds west along east line of Lot 12 aforesaid, a distance of 20.00 feet; thence north 52 degrees, 41 minutes, 55 seconds west, a distance of 25.00 feet; thence north 82 degrees, 26 minutes, 40 seconds west, a distance of 40.31 feet to the north line of Lot 12 aforesaid; thence south 89 degrees, 34 minutes, 11 seconds east along said north line, a distance of 60.00 feet to the point of beginning), in Cook County, Illinois.

PIN: 07-13-101-002

1010 N. Meacham Road, Schaumburg IL

### 928 Property:

Lot 1 in Barati's Subdivision, being a resubdivision of part of Lot 2 in Anderson's Second Resubdivision, being a resubdivision 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, appearing on the plat thereof recorded on May 26, 2004 as Document 0414732124 in the office of the Cook County Recorder of Deeds.

PIN: 07-13-101-010

1301 American Lane, Schaumburg IL

### Schcourt Property:

Lot 2 in Barati's Subdivision, being a resubdivision of part of Lot 2 in Anderson's Second Resubdivision, being a resubdivision 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, appearing on the plat thereof recorded on May 26, 2004 as Document 0414732124 in the office of the Cook County Recorder of Deeds.

PIN: 07-13-101-010

1311 American Lane, Schaumburg IL