

# UNOFFICIAL COPY



Doc#: 0604831037 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/17/2006 11:01 AM Pg: 1 of 15

8264277 / 8331054 D2569

## RECIPROCAL ACCESS EASEMENT AGREEMENT

THIS RECIPROCAL ACCESS EASEMENT AGREEMENT ("Agreement") is made as of the ~~7th~~ day of January, 2006, by and between BP PRODUCTS NORTH AMERICA INC., a Maryland corporation ("BP"), LAKESIDE BANK, AN ILLINOIS BANKING CORPORATION, NOT PERSONALLY BUT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MAY 25, 2004 AND KNOWN AS TRUST NUMBER 10-2669 ("Lakeside Trust"), and CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 3, 1968 AND KNOWN AS TRUST NUMBER 52076 ("CTT Trust").

### RECITALS

- A. Lakeside Trust is the owner of that certain tract of land (sometimes referred to as the "BP Parcel") legally described on Exhibit A attached hereto and made a part hereof.
- B. CTT Trust is the owner of that certain tract of land (the "CTT Parcel") legally described on Exhibit B attached hereto and made a part hereof. The BP Parcel and the CTT Parcel are sometimes individually referred to herein as a "Tract" and collectively referred to as "Tracts."
- C. BP is the ground lessee of the BP Parcel under that certain Ground Lease by and between Lakeside Trust, as Lessor, and BP, as Lessee, dated as of January 19, 2005 (as amended, the "Ground Lease").
- D. A shopping center occupies or will occupy the CTT Parcel.
- E. CTT Trust, Lakeside Trust and BP desire to impose certain easements, covenants, conditions and restrictions upon the Tracts for the purpose of facilitating the economic and related development of the Tracts. In particular the parties hereto desire to (a) provide CTT Trust, its successors and assigns, with an easement for access to the CTT Parcel on, over, through and across those portions of the BP Parcel consisting of the areas depicted and legally described on Exhibit C attached hereto and made a part hereof (the "Cermack Easement Area")

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and the area depicted and legally described on Exhibit D attached hereto and made a part hereof (the “Wolf Easement Area”), consisting of all paved areas located thereon (collectively, the “BP Easement Area”), and (b) provide Lakeside Trust and BP, and their respective successors and assigns, with an easement for access to the BP Parcel on, over, through and across all paved areas on the CTT Parcel.

NOW, THEREFORE, in consideration of the Ten Dollars (\$10.00) paid in hand and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each party hereto does hereby declare that the following easements shall exist at all times hereafter and be binding upon, and inure to the benefit of, each Tract and each party hereto.

## 1. DECLARATION OF EASEMENTS.

(a) BP Easement. Subject to the conditions and limitations hereinafter set forth, Trust and BP hereby declare and grant to CTT Trust, its successor and assigns, a perpetual, non-exclusive easement over and upon the surface of the BP Easement Area for the purpose of providing CTT Trust and its lessees, employees, customers, agents and invitees with vehicular and pedestrian access, ingress and egress to and from the CTT Parcel to the public rights of way (the “BP Easement”).

(b) CTT Parcel Easement. Subject to the conditions and limitations hereinafter set forth, CTT Trust hereby declares and grants to BP and Lakeside Trust, and their respective successors and assigns, a perpetual, non-exclusive easement over and upon the paved areas of the CTT Parcel for the purpose of providing BP and Lakeside Trust, and their respective lessees, employees, customers, agents and invitees with vehicular and pedestrian access, ingress and egress to and from the BP Parcel to the public rights of way (the “CTT Easement”).

## 2. Non-Disturbance.

(a) CTT Trust covenants that in the exercise of the BP Easement created hereby, CTT Trust and its successors and assigns, shall not in any way disturb or interfere with any other party’s use of its Tract or the business operations located thereon.

(b) Lakeside Trust and BP covenant that in the exercise of the CTT Easement created hereby, Lakeside Trust and BP and their respective successors and assigns, shall not in any way disturb or interfere with any other party’s use of its Tract or the business operations located thereon.

3. DURATION. The easements herein contained and the rights granted pursuant hereto shall not commence until the completion of the construction and installation by BP, as lessee under the Ground Lease, and CTT Trust, or its lessee, of such paved areas located upon each of the BP Easement Area and the CTT Parcel, respectively, as may be suitable for use by each parties’ respective employees, customers, agents and invitees. Thereafter, the easement contained herein shall be perpetual, shall create mutual benefits and covenants running with the land (thereby benefiting each of the CTT Trust’s and the Lakeside Trust’s fee simple estate and BP’s leasehold estate) and shall be binding upon any owner, lessee, or occupant of the Tracts and their respective heirs, personal representatives, successors and assigns.

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4. MAINTENANCE AND REPAIR OBLIGATIONS. Throughout the term of this Agreement, CTT Trust, at its sole cost and expense, shall maintain, repair and replace all paved areas located within the CTT Parcel in good order and condition and comply with governmental requirements and regulations. Throughout the term of this Agreement and subject to the terms and conditions of the Ground Lease, BP shall, at BP's sole cost and expense, maintain, repair and replace all paved areas located within the BP Parcel in good order and condition and comply with governmental requirements and regulations. The owner or lessee of each Tract, as applicable, shall pay (or cause to be paid) one hundred percent (100%) of the real estate taxes which are due and payable for said Tract. No owner or lessee shall install or construct, or suffer to be installed or constructed, any type of barrier or engage in or suffer activity that would in any way hamper or impede the use by any other owner or lessee of the easements created herein. Lakeside Trust or BP, or their respective successors and assigns, may relocate any paved areas located on the BP Parcel so long as reasonable access between the CTT Parcel and Wolf Road is not unreasonably restricted. Notwithstanding the foregoing, BP shall have the right to remove the improvements on the BP Parcel, provided such removal of the foregoing does not hamper or impede CTT Trust's use of the easement created herein. For purposes of this Section 4, BP shall act as the owner of the BP Parcel during the term of the Ground Lease.

5. NOT A PUBLIC DEDICATION. Nothing herein contained shall be deemed to be a grant or dedication of any portion of the Tracts to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.

6. PARTIAL INVALIDITY. Invalidation of any of the provisions herein contained, whether by order of court of competent jurisdiction, or otherwise, shall in no way affect any of the provisions which shall remain in full force and effect.

7. MISCELLANEOUS. Wherever a transfer occurs in the ownership (whether fee simple or leasehold) of any Tract, the transferor shall have no further interest in this Agreement and no further liability for breach of covenant occurring thereafter. Each party hereto agrees to look solely to the interest of each other party hereto in its respective Tract for the recovery of any judgment from such owner, it being agreed that the owner or lessee of any such Tract and its partners, directors, officers, members, managers or shareholders shall never be personally liable for such judgment.

8. NOTICES. All notices, requests, waivers, and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand or upon delivery by sender to the applicable carrier if sent postage prepaid by United States registered or certified mail, return receipt requested, or by nationally recognized overnight express mail courier, addressed as follows:

(a) If to BP:

BP Products North America Inc.  
4101 Winfield Road

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Mail Code 5E  
Warrenville, Illinois 60555  
Attn: Ronda Campbell  
Facsimile: (630) 821-3386

with a copy to its attorneys:

BP America Inc.  
4101 Winfield Road  
Mail Code 5E  
Warrenville, Illinois 60555  
Attn: Michelle L. Georgetown, Esq.  
Facsimile: (630) 821-3386

and a copy to:

Barack Ferrazzano Kirschbaum Perlman & Nagelberg LLP  
333 W. Wacker Drive  
Suite 2700  
Chicago, Illinois 60606  
Attn: Marc M. Jacobs  
Facsimile: (312) 937-3150

(b) If to Lakeside Trust:

c/o Jos. Cacciatore & Co.  
527 South Wells Street – 7<sup>th</sup> Floor  
Chicago, Illinois 60607  
Attn: Peter C. Cacciatore  
Facsimile: (312) 987-4604

with a copy to its attorneys:

John J. Turner  
Law Offices of Victor J. Cacciatore  
527 South Wells Street – 8<sup>th</sup> Floor  
Facsimile: (312) 987-4603

And a copy to:

Lakeside Bank Trust No. 10-2669  
55 W. Wacker Drive  
Chicago, Illinois 60601  
Attn: Trust Department  
Facsimile: (312) 578-4360

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(c) If to CTT Trust:

c/o Jos. Cacciatore & Co.  
527 South Wells Street – 7<sup>th</sup> Floor  
Chicago, Illinois 60607  
Attn: Peter C. Cacciatore  
Facsimile: (312) 987-4604

with a copy to its attorneys:

John J. Turner  
Law Offices of Victor J. Cacciatore  
527 South Wells Street – 8<sup>th</sup> Floor  
Facsimile: (312) 987-4603

And a copy to:

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Facsimile: \_\_\_\_\_

9. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE/NOTARY PAGES IMMEDIATELY FOLLOW]





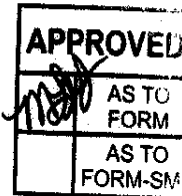
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**BP:**

BP PRODUCTS NORTH AMERICA INC., a  
Maryland corporation

By: *Crystal E. Ashby*  
Name: Crystal E. Ashby  
Title: Vice President

STATE OF Illinois )  
COUNTY OF DuPage )



I, M. Azalia O'Brien, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Crystal E. Ashby, the Vice President of BP Products North America Inc., a Maryland corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24<sup>th</sup> day of January, 2006.

M. Azalia O'Brien  
Notary Public

My Commission Expires:



This instrument was prepared by:

Barack Ferrazzano Kirschbaum Perlman  
& Nagelberg LLP  
333 West Wacker Drive, Suite 2700  
Chicago, Illinois 60606  
Michael R. Hall, Esq.

After recording, return to:

John J. Turner, Esq.  
Law Offices of Victor J. Cacciatore  
527 South Wells Street  
Chicago, IL 60607



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## EXHIBIT A

### BP PARCEL

THE NORTH 305 FEET OF THE EAST 277.79 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF TAKEN BY CONDEMNATION ON JULY 30, 1957, CASE NO. 57-S-11371 FOR ROAD WIDENING AND ALSO EXCEPTING THE EAST FIFTY FEET TAKEN FOR HIGHWAY PURPOSES AS DESCRIBED IN DOC. NO. 13785130) IN COOK COUNTY, ILLINOIS.

CONTAINING 55,557 SQUARE FEET (1.2754 ACRES) OF LAND, MORE OR LESS.

15-30-200-032-0000  
15-30-200-033-0000 (part of)

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## EXHIBIT B

### CTT PARCEL

THE NORTH 305.0 FEET THE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 39 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 277.79 FEET THEREOF AND ALSO EXCEPTING THAT PART THEREOF TAKEN BY CONDEMNATION ON JULY 30, 1957, CASE NO. 57-S-11371 FOR ROAD WIDENING, IN COOK COUNTY, ILLINOIS.

CONTAINING 95,829 SQUARE FEET (2.1999 ACRES) OF LAND, MORE OR LESS.

15-30-200-028-0000

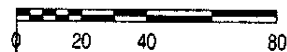
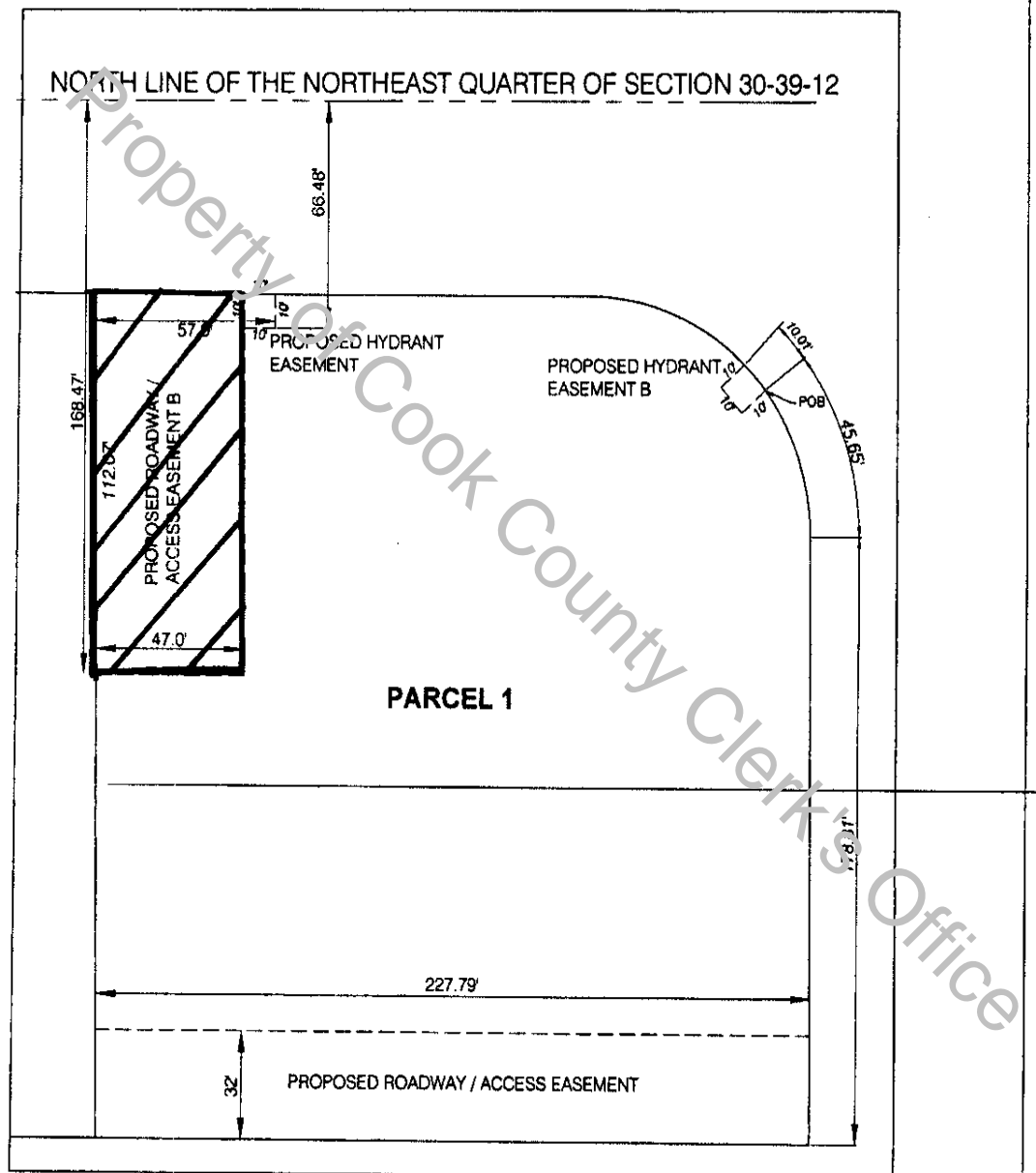
15-30-200-033-0000 (part of)

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## EXHIBIT C

### DEPICTION OF CERMAK EASEMENT AREA

#### PARCEL 1 EASEMENT EXHIBIT



SCALE: 1" = 40.00'

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## EXHIBIT C

### LEGAL DESCRIPTION OF CERMACK EASEMENT AREA

The West 47.0 feet of the North 168.47 feet of the North 305 feet of the East 277.79 feet of the East half of the Northeast Quarter of the Northeast Quarter of Section 30, Township 39 North, Range 12 East of the Third Principal Meridian, (except that part thereof taken by condemnation on July 30, 1957, Case No. 57-S-11371 for road widening) in Cook County, Illinois

*15-30-200-033- (part of)*

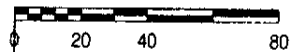
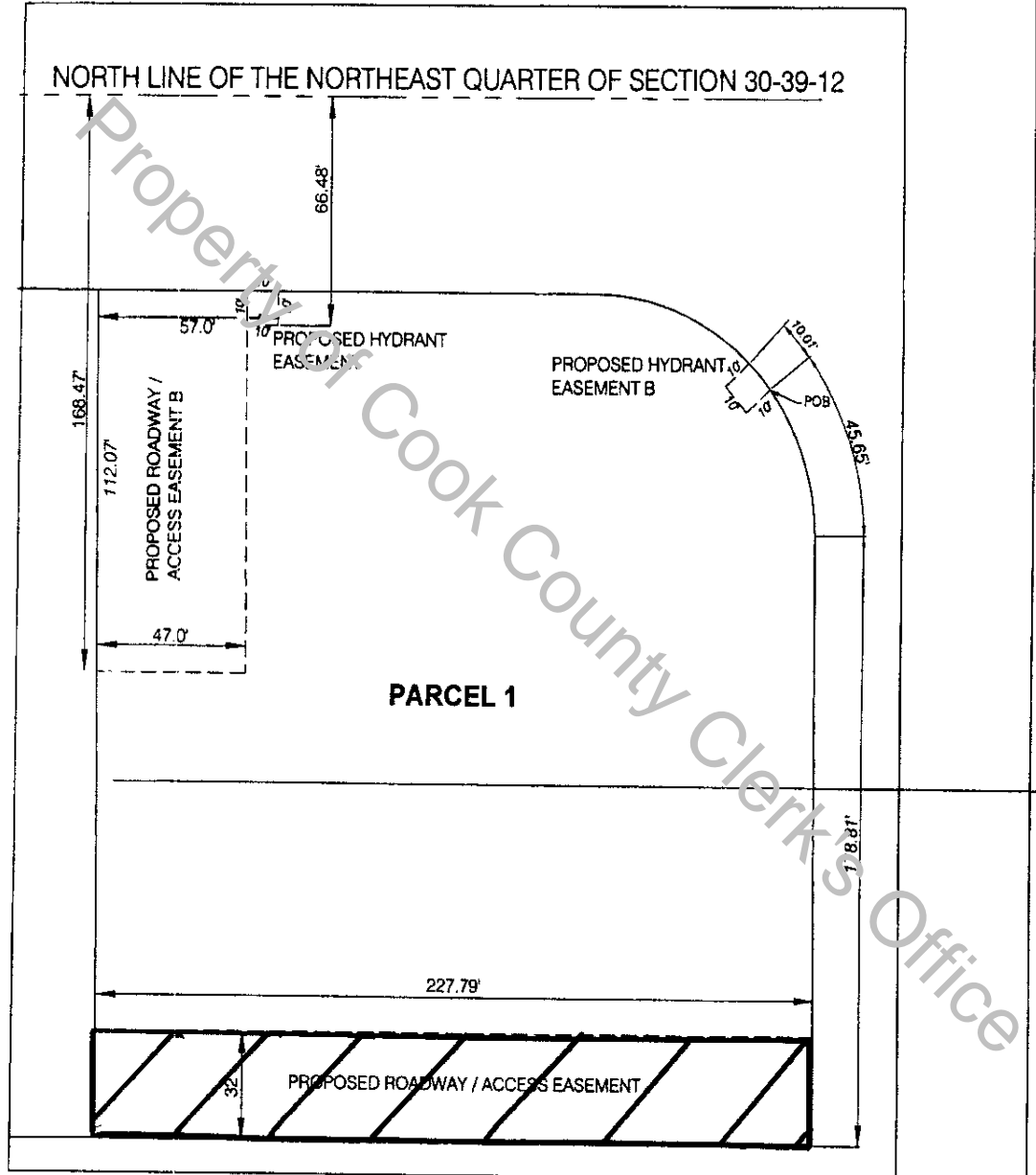
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## EXHIBIT D

### DEPICTION OF WOLF EASEMENT AREA

#### PARCEL 1 EASEMENT EXHIBIT



SCALE: 1" = 40.00'

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## EXHIBIT D

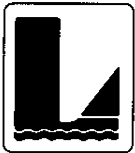
### LEGAL DESCRIPTION OF WOLF EASEMENT AREA

THE SOUTH 32.0 FEET OF THE NORTH 305 FEET OF THE EAST 277.79 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST FIFTY FEET TAKEN FOR HIGHWAY PURPOSES AS DESCRIBED IN DOC. NO. 13785130) IN COOK COUNTY, ILLINOIS

15-30-200-033-0000 (part of)

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Lakeside Bank

55 WEST WACKER DRIVE • CHICAGO, ILLINOIS 60601-1699 • (312) 435-5100

## AGREEMENT RIDER

This agreement is executed by **LAKESIDE BANK**, not individually but solely as Trustee, as aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto. All representations of the Trustee, including those as to title, are those of the Trustee's beneficiary only. Any and all personal liability of **LAKESIDE BANK** is hereby expressly waived by the parties hereto and their respective personal representatives, estates, heirs, successors and assigns.