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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/16/2008 01:40 PM Pg: 1 of 10

ACCESS EASEMENT AGREEMENT

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Box 400-CTCC

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UNOFFICIAL COPY**ACCESS EASEMENT AGREEMENT**

THIS ACCESS EASEMENT AGREEMENT ("Agreement") executed as of this 10th day of June, 2008 by CHICAGO TITLE LAND TRUST COMPANY, as Trustee under Trust Agreement dated April 4, 1975 and known as Trust No. 90776 (the "Trust").

WITNESSETH:

The following recitals are a material part of this Agreement:

A. The Trust is the owner of certain property in the City of Olympia Fields, County of Cook and State of Illinois ("Parcel 1"), to wit: SEE EXHIBIT A, ATTACHED HERETO AND MADE A PART HEREOF.

B. The Trust is also the owner of certain property in the City of Olympia Fields, County of Cook and State of Illinois ("Parcel 2"), to wit: SEE EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

C. Parcel 1 and Parcel 2 are improved with separate commercial office buildings and related appurtenances, which buildings abut each other with separate walls with a walkway between the buildings. Parcel 1 and Parcel 2 are sometimes referred to herein collectively as the "Parcels" or singularly as a "Parcel".

D. The Trust desires to create for the benefit and burden of each Parcel a mutual access easement between the buildings on the Parcels and for other purposes as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

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1. The Trust hereby creates for the benefit of Parcel 1 an irrevocable and perpetual easement for pedestrian ingress and egress over, upon and across that portion of Parcel 2 which is identified on the site plan attached hereto as Exhibit C and made a part hereof (hereinafter referred to as the "Site Plan"). This easement is for the benefit of all of the employees, agents, lessees, guests, invitees and occupants of Parcel 1 ("Easement 1"). Easement 1 herein granted shall run with the land, and shall be binding upon the Trust and all of its successors in interest and assigns to Parcel 1 and shall inure to the benefit of each Trust and all of its successors in interest in and to Parcel 2.

~~2. The Trust hereby also creates for the benefit of Parcel 2 an irrevocable and perpetual easement for pedestrian ingress and egress over, upon and across that portion of Parcel 1 which is identified on the Site Plan. This easement is for the benefit of all of the employees, agents, lessees, guests, invitees and occupants of Parcel 2 ("Easement 2"). Easement 2 herein granted shall run with the land, and shall be binding upon the Trust and all of its successors in interest and assigns to Parcel 2 and shall inure to the benefit of each Trust and all of its successors in interest in and to Parcel 1.~~

3. Trust also hereby creates an easement for the maintenance of necessary structures in, on and over the Parcel 1 and Parcel 2 and a perpetual easement in, on and over Parcel 1 and Parcel 2 for the collection, storing and disposal of trash by the Trust and all of its successors in interest and assigns and all of the employees, agents, lessees, guests, invitees and occupants of Parcel 1 and Parcel 2.

4. Whenever a transfer of ownership of either Parcel occurs, the liability of the transferor for any breach of covenant occurring thereafter shall automatically terminate with

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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 the Parcel or portion thereof being transferred.

5. The rule of strict construction does not apply to the grants herein. The grants herein shall be given a reasonable construction to carry out the intention of the parties hereto to confer a commercially usable right of enjoyment on each grantee.

6. 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 successors and assigns of the Trust hereto.

7. It is expressly agreed by the parties hereto, notwithstanding anything herein to the contrary, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of the Trustee are nevertheless each and every one of them made and intended, not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding the Trustee personally, but are made and intended for the purpose only of subjecting the title holding interest and the trust estate under said Trust No. 90776 to the terms of this Agreement and for no other purposes whatsoever, and in case of default hereunder by the Trustee (or default through, under or by any of its beneficiaries, or agents or representatives of said beneficiaries), this Agreement is executed and delivered by the Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; that the Trustee shall have no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained and

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no liability or duty shall rest upon the Trustee to sequester the trust estate or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility of any sort is assumed by, or shall at any time be asserted or enforceable against, Chicago Title Land Trust Company, individually or personally, but only as Trustee under the provisions of a certain Trust Agreement dated April 4, 1975, and known as its Trust No. 90776, or against any of the beneficiaries under the Trust Agreement described above, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the Trustee in this Agreement contained, either express or implied, all such personal liability, if any, being expressly waived and released by all persons claiming by, through or under the Trustee.

Dated this 11th of June, 2008.

ATTEST:

Attestation not required pursuant to corporate by-laws.

Secretary

CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated April 4, 1975 and known as Trust No. 90776



[Handwritten signature]
 ASST VP

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STATE OF ILLINOIS)
)ss
COUNTY OF)

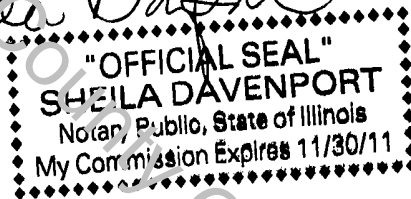
I, S. DAVENPORT, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that K. MICHEL ASST VP of CHICAGO TITLE LAND TRUST COMPANY, as successor Trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO and ~~_____~~ personally known to me to be the Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST VP and ~~Secretary~~, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASST SEC. then and there acknowledged that said Secretary, as custodian of the corporation seal of said Bank, did affix the seal of said Bank to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of June, 2008.

Sheila Davenport

This instrument was prepared by:
AMALIC TO:

Barbara Condit Canning
Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash Avenue, 22nd Floor
Chicago, IL 60602



UNOFFICIAL COPY**EXHIBIT A
PARCEL 1****LEGAL DESCRIPTION:** (022, 023 & 034)

LOT 21 AND LOT 22 (EXCEPT THE SOUTH 6 FEET THEREOF TAKEN FOR ROADS) AND LOT 23 IN BLOCK 2 IN ATHENIA PARK, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 23, 1956 AS DOCUMENT 16734380, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART OF SAID LOT 21 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 20 ON THE SOUTH LINE OF APOLLO CIRCLE; THENCE SOUTH 14°56'36" EAST 205.65 FEET ALONG THE EASTERLY LINE OF SAID LOT 20 TO THE NORTH LINE OF LINCOLN HIGHWAY (US ROUTE 30) AS WIDENED; THENCE SOUTH 89°50'45" EAST 81.52 FEET ALONG LAST SAID NORTH LINE; THENCE NORTH 05°00'05" WEST 176.66 FEET; THENCE NORTH 41°41'26" WEST 61.11 FEET TO THE A POINT ON A CURVE ON THE SOUTHERLY LINE OF APOLLO CIRCLE; THENCE WESTERLY ALONG SAID CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 70.00 FEET AN ARC DISTANCE OF 49.08 FEET TO A POINT ON A CURVE ON THE SOUTHERLY LINE OF APOLLO CIRCLE; THENCE WESTERLY ALONG SAID CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 189.73 FEET AN ARC DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

Pin: 31-24-208-022-0000 31-24-208-034-0000
31-24-208-023-0000

LEGAL DESCRIPTION: (033)

LOT C (EXCEPT THE SOUTH 6 FEET THEREOF TAKEN FOR ROADS) IN THE RESUBDIVISION OF LOTS 27 TO LOT 31 BOTH INCLUSIVE IN BLOCK 2 OF ATHENIA PARK, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 30, 1964 AS DOCUMENT 19034982, IN COOK COUNTY, ILLINOIS

Pin: 31-24-208-033

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EXHIBIT B PARCEL 2

LEGAL DESCRIPTION: (019, 020 & 035)

LOT 19 AND LOT 20 (EXCEPT THE SOUTH 6 FEET THEREOF TAKEN FOR ROADS) AND THAT PART OF LOT 21 IN BLOCK 2 IN ATHENIA PARK, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 23, 1956 AS DOCUMENT 16734380, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 20 ON THE SOUTH LINE OF APOLLO CIRCLE, THENCE SOUTH $14^{\circ}56'36''$ EAST 205.65 FEET ALONG THE EASTERLY LINE OF SAID LOT 20 TO THE NORTH LINE OF LINCOLN HIGHWAY (US ROUTE 30) AS WIDENED; THENCE SOUTH $89^{\circ}59'45''$ EAST 81.52 FEET ALONG LAST SAID NORTH LINE; THENCE NORTH $00^{\circ}00'05''$ WEST 176.66 FEET; THENCE NORTH $41^{\circ}41'26''$ WEST 61.11 FEET TO THE A POINT ON A CURVE ON THE SOUTHERLY LINE OF APOLLO CIRCLE; THENCE WESTERLY ALONG SAID CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 70.00 FEET AN ARC DISTANCE OF 49.08 FEET TO A POINT ON A CURVE ON THE SOUTHERLY LINE OF APOLLO CIRCLE; THENCE WESTERLY ALONG SAID CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 189.73 FEET AN ARC DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

Pin: 31-24-208-019-0000

31-24-208-020-0000

31-24-208-035-0000

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EXHIBIT C

SITE PLAN

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