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Doc#: 1415355062 Fee: \$58.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/02/2014 02:04 PM Pg: 1 of 11

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Acquest Title

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made and entered into this 19th day of May, 2014, by and between **STANDARD BANK AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 2008 AND KNOWN AS TRUST NUMBER 20347** ("Standard"), and **ROOSEVELT DEV, LLC**, an Illinois limited liability company ("Roosevelt").

RECITALS

WHEREAS, Standard is the owner of certain real property in Chicago, Cook County, Illinois, legally described and identified on **Exhibit "A"**, attached hereto and incorporated herein ("Standard's Property"); and

WHEREAS, Roosevelt owns property contiguous to Standard's Property and legally described and identified on **Exhibit "B"**, attached hereto and incorporated herein ("Roosevelt's Property"); and

WHEREAS, the parties require a reciprocal easement across Roosevelt's Property and Standard's Property for purposes of accessing Standard's Property and for the purpose of accessing Roosevelt's Property and for gaining access to the publicly dedicated road adjacent thereto and known as Roosevelt Road; and

WHEREAS, to permit ingress and egress to Standard's Property and to permit ingress and egress to Roosevelt's Property, the parties desire to grant to each other, and the parties desires to obtain from each other, a certain nonexclusive reciprocal perpetual easement for ingress and egress purposes over portions of Standard's Property and portions of Roosevelt's Property, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration receipt and sufficiency of which are hereby acknowledged, Standard and Roosevelt agree as follows:

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1. **Mutual Grant of Reciprocal Easement.** Standard hereby grants, gives and conveys to Roosevelt, for the benefit of Roosevelt's Property, a nonexclusive, perpetual Easement (as hereinafter defined) for ingress and egress over Standard's Property and Roosevelt hereby grants, gives and conveys to Standard, for the benefit of Standard's Property, a nonexclusive, perpetual Easement (as hereinafter defined) for ingress and egress over Roosevelt's Property as shown on the map attached hereto as **Exhibit "C"** (the "Easement").
2. **Duration.** The Easement is granted in perpetuity and shall run with the land so as to be forever binding upon the parties hereto and their respective successors and assigns.
3. **Maintenance.** All ordinary and routine maintenance of the Easement, including, but not limited to, sweeping and the removal of snow, shall be performed by Standard. Such maintenance shall be accomplished in a manner to keep the same in good and safe condition and not inhibit the free flow of vehicular or pedestrian traffic across the Easement. The parties shall equally share in the cost of maintenance of the Easement and Standard shall render any invoices to Roosevelt for Roosevelt's proportionate share thereof, which shall be paid within ten (10) days of delivery of an invoice thereof. If Standard fails to keep the Easement in a good and safe condition, Roosevelt may notify Standard of the maintenance necessary, and if Standard fails to commence the necessary maintenance within thirty (30) days after receipt of written notice from Roosevelt, Roosevelt shall have the right to perform the same and submit one-half of the cost of maintenance to Standard for payment, which payment shall be made by Standard within thirty (30) days of any such receipt.
4. **Repairs and Replacements.** Repair and replacement of the paved, concrete or gravel areas located within the Easement shall be performed by Standard. Standard and Roosevelt shall equally bear the costs of such repair and replacement of the paved, concrete or gravel areas located within the Easement, unless otherwise expressly provided herein. Such repair and replacement shall be accomplished in a manner to keep the Easement in good and safe condition and not inhibit the free flow of vehicular or pedestrian traffic across the Easement unless otherwise agreed to in advance by all the parties. If Standard fails to keep the Easement in a good and safe condition, Roosevelt may notify Standard of the repair or replacement necessary, and if Standard fails to commence the necessary repair or replacement within thirty (30) days after receipt of written notice from Roosevelt, Roosevelt shall have the right to perform the same and submit one-half of the costs of repair and replacement to Standard for payment, which payment shall be made by Standard within thirty (30) days of any such receipt.
5. **Rights Retained.** Except for the rights expressly conveyed therein, both Standard and Roosevelt reserve to themselves, and to their successors and assigns, all other rights arising out of ownership of Standard's Property, Roosevelt's Property and the Easement, including, without limitation, the right to engage in, or permit or invite others to engage in, all uses of each party's property and the Easement not expressly prohibited herein and that are not inconsistent with the terms of this Agreement, including, again without limitation, a right-of-way on, over and across the Easement for purposes of access, ingress and egress.

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6. **Comprehensive General Liability Insurance.** Each party agrees to purchase and maintain during the term of this Agreement, Comprehensive General Liability Insurance, including Comprehensive General Liability Insurance, including contractual liability, with minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury and property damage with respect to the Easement area (which coverage may be included as part of a party's general liability policy with respect to its adjacent property), and the other party shall be included as an additional insured thereunder. A Certificate of Insurance evidencing coverage shall be available upon written request by either party.

7. **Relocation.** Neither Standard nor Roosevelt shall have the right to relocate the Easement, without the written consent of the other party.

8. **Notices.** All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following addresses:

If to Roosevelt:
 Roosevelt Dev, LLC
 7520 Orchard Lane, Apt. 1
 Woodridge, Illinois 60517
 Attention: Manager

If to Standard:
 c/o Crown Commercial Real Estate And Development, Inc.
 903 South Butternut Circle
 Frankfort, Illinois 60423
 Attn: President

Any such notices shall be either (a) sent by U.S. certified mail, return receipt requested in which case notice shall be deemed to have been given upon confirmed receipt; or (b) sent by recognized courier service, in which case the notice shall be deemed to have been given upon confirmed receipt. All parties shall have the right from time to time to designate by written notice to all other parties any other address or place where such notice, demand or request be addressed.

9. **Legal Authority.** Each of the parties hereto, by their authorized agent, represents that it has the requisite legal authority to enter into this Agreement, be bound by the terms and conditions hereof, and to perform the obligations as set forth herein.

10. **Recording.** Parties agree that this Agreement shall be recorded, with the cost of recording this Agreement shall be borne by Roosevelt.

11. **Enforcement.** This Agreement may be enforced by any means or remedy available at law or in equity, including the remedy of specific performance, and shall be governed by the laws of the State of Illinois.

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12. **Acceptance.** By their signature set forth herein below, Roosevelt and Standard accept the foregoing grant of the Easement subject to the terms and conditions herein contained.

13. **Binding Effect.** This Agreement extends to and is binding upon the parties and their respective successors and assigns.

Property of Cook County Clerk's Office

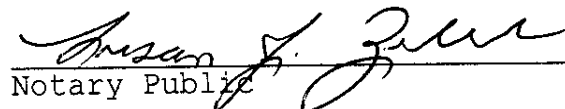
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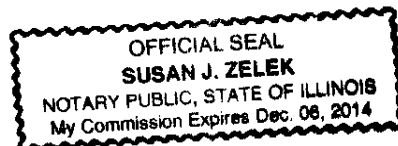
This DOCUMENT is executed by STANDARD BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 20347 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said Document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely hold legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. Inevent of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said Trustee, the provisions of this rider shall be controlling.

**STATE OF ILLINOIS
COUNTY OF COOK**

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Patricia Ralphson, AVP of STANDARD BANK & TRUST COMPANY and Jay Filer, AVP of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP and AVP 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, for the uses and purposes therein set forth; and the said AVP did also then and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposed therein set forth.

Given under my hand and Notarial Seal this 16th day of May,
20 14.


Notary Public



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EXHIBIT A
STANDARD'S PROPERTY

LOTS 16 THROUGH 20 IN BLOCK 1 IN D. GOODWIN'S SUBDIVISION OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 3451 WEST ROOSEVELT ROAD

PIN: 16-23-201-044-0000

Property of Cook County Clerk's Office

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EXHIBIT B
ROOSEVELT'S PROPERTY

LOTS 21 THROUGH 24 IN BLOCK 1 IN D. GOODWIN'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 3457 WEST ROOSEVELT ROAD, CHICAGO, ILLINOIS 60624

PIN: 16-23-201-045 0000

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EXHIBIT C

LEGAL DESCRIPTION AND PLAT OF EASEMENT

THE NORTH 40.00 FEET OF THE EAST 20.00 FEET OF LOT 21, AND THE SOUTH 20.00 FEET OF THE NORTH 40.00 FEET OF LOTS 17, 18, 19, AND 20, AND THE EAST 9.00 FEET OF THE NORTH 20.00 FEET OF SAID LOT 17, AND THE WEST 21.00 FEET OF THE NORTH 40.00 FEET OF LOT 16 IN D. GOODWIN'S SUBDIVISION OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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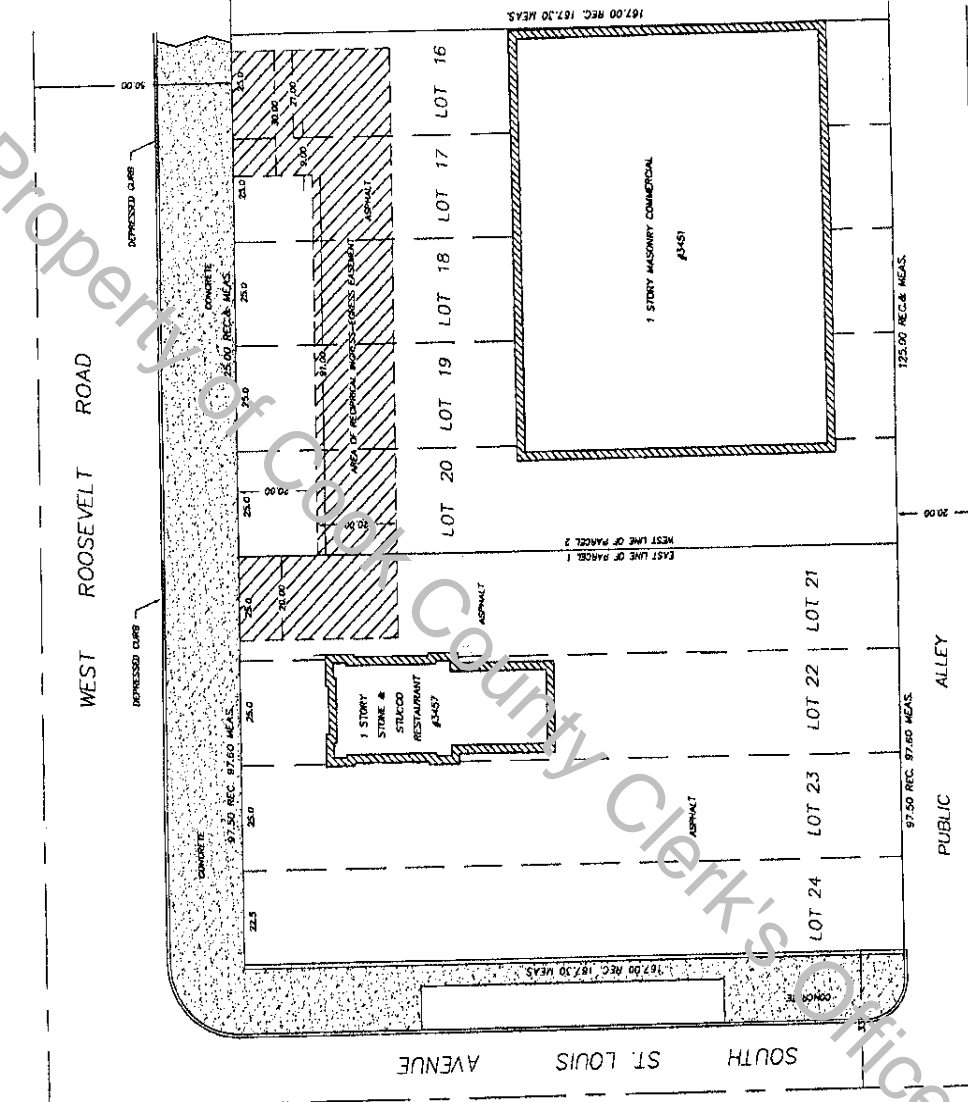
PLAT OF EASEMENT FOR RECIPROCAL INGRESS-EGRESS

LEGAL DESCRIPTION FOR INGRESS-EGRESS EASEMENT: THE NORTH 40.00 FEET OF THE EAST 20.00 FEET OF LOT 15 AND THE SOUTH 20.00 FEET OF THE NORTH 40.00 FEET OF LOT 16 IN D. GOODWIN'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

R.H. GRANATH
SURVEYING SERVICE, P.C.
6006 W. 159th STREET BLDG. B
OAK FOREST, IL. 60452
PH: (708) 371-4478
FAX: (708) 371-3922

PARCEL 1 (C457 WEST ROOSEVELT ROAD - RW 16-33-204-045-0000) - LOTS 15 THROUGH 24 IN D. GOODWIN'S SUBDIVISION 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2 (C451 WEST ROOSEVELT ROAD - RW 16-33-204-044-0000) - LOTS 16 THROUGH 20 IN D. GOODWIN'S SUBDIVISION 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



STATE OF ILLINOIS }
COUNTY OF COOK }
I, STEVEN R. GRANATH, A SURVEYOR IN ILLINOIS PROFESSIONAL,
DO HEREBY CERTIFY THAT I AM THE SURVEYOR OF THE PROPERTY DESCRIBED IN THE CAPTION
AND THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE SAME. ALL DIMENSIONS ARE IN FEET AND
DECIMAL PARTS THEREOF.
STEVEN R. GRANATH, ILL. S. No. 035-003169
[Signature]

R.H. GRANATH SURVEYING SERVICE, P.C.
DATE: AUGUST 26, 2013
DRAWN BY: CAD/SRG
DRAWING NO: 0013-08-011
PROJECT: 3451-3457 WEST ROOSEVELT ROAD
LOCATION: CHICAGO, ILLINOIS
CLIENT: CROWN COMMERCIAL REAL ESTATE

COMPARE ALL DIMENSIONS BEFORE BUILDING AND REPORT ANY DISCREPANCIES
AT ONCE REFER TO DEED OR TITLE POLICY FOR BUILDING LINES OR EASEMENTS

VOID ONLY IF DAMAGED SEAL IS AFFIXED