1427334099

## THIS INSTRUMENT PREPARED BY AND RETURN RECORDED DOCUMENT TO:

Thomas G. Moffitt Stahl Cowen Crowley Addis LLC 55 West Monroe Street, Suite 1200 Chicago, Illinois 60603 Doc#: 1427334099 Fee: \$64.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 09/30/2014 03:20 PM Pg: 1 of 14

### RECIPROVAL EASEMENT AGREEMENT FOR ACCESS AND UTILITIES

THIS RECIPROCAL EASEMENT AGREEMENT FOR ACCESS AND UTILITIES (the "Agreement") is made and entered into effective as of September 29, 2014 (the "Effective Date"), by and between CLP VENTURE, L.L.C., an Illinois limited liability company ("Parcel A Owner"), and YIORGO, LLC, ar Illinois limited liability company ("Parcel B Owner").

#### RECITALS

- A. Parcel A Owner is the owner of that certain real property situated in the Village of Bridgeview, County of Cook, State of Illinois, commonly known as 7701 West 79<sup>th</sup> Street, Bridgeview, Illinois 60455, and more particularly described on <u>Exhibit A</u> attached hereto and incorporated herein by this reference ("Parcel A").
- B. Parcel B Owner is the owner of that certain real property situated in the Village of Bridgeview, County of Cook, State of Illinois, commonly known as \$100 South 77<sup>th</sup> Avenue, Bridgeview, Illinois 60455, and more particularly described on Extra A attached hereto and incorporated herein by this reference ("Parcel B").
- C. Parcel A is currently improved with an industrial building and Parcel B is currently improved with an industrial building.
- D. Parcel A Owner and Parcel B Owner have constructed an enclosed access way between the two buildings located on Parcel A and Parcel B, as depicted on the drawing artacled hereto as Exhibit B, as hereafter defined (the "Connection").
- E. Parcel A Owner and Parcel B Owner desire to impose certain easements upon the Parcels and to establish certain covenants, conditions and restrictions with respect to the Parcels, for the mutual and reciprocal benefit and complement of Parcel A and Parcel B and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.
- NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Parcel A Owner and Parcel B Owner hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to

the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

#### **AGREEMENTS**

#### **Definitions**. For purposes hereof: 1.

- The term "Owner" or "Owners" shall mean Parcel A Owner (as to Parcel A) and Parcel B Owner (as to Parcel B) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, as is nment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- The terra "Parcel" or "Parcels" shall mean each separately identified parcel 1.2 of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit A, that is, Parc ! A and Parcel B, and any future subdivisions thereof.
- The term "Permittee" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).
- The term "Subdivision Plat" shall mean that certain plat of subdivision 1.4 that was recorded with the Cook County Recorder of Deeds on April 6, 1982 as document number 26193290. Clorks

#### 2. Easements.

#### Grant of Access Easement. 2.1

- Access Easement. Parcel A Owner hereby grants, establishes, covenants and agrees that Parcel A is hereby burdened by a nonexclusive, permanent perpetual easement (the "Access Easement"), which is hereby imposed upon Parcel A for the benefit of the Parcel B, the Parcel B Owner and its Permittees, over, upon and across that portion of Parcel A that is depicted and identified on the Subdivision Plat as "25 FT EASEMENT FOR INGRESS & EGRESS" (the "Access Easement Parcel") for the purpose of providing access, ingress and egress for vehicular and pedestrian traffic from and to Parcel B over and across the Access Easement Parcel to and from the frontage road to West 79th Street.
- Utilities Easement. Parcel A Owner hereby grants, establishes, b. covenants and agrees that Parcel A is hereby burdened by a nonexclusive, permanent, perpetual easement (the "Utilities Easement"), which is hereby imposed upon Parcel A for the benefit of Parcel B, the Parcel B Owner and its Permittees, over, upon and across that portion of Parcel A that is depicted and identified on the that is depicted and identified on the Subdivision Plat as "25

FT EASEMENT FOR INGRESS & EGRESS" (the "Utilities Easement Parcel") for the purpose of the installation, maintenance, repair and replacement of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility lines, pipes, systems, facilities, structures or equipment necessary or required for the development and/or operation of any building from time to time located on Parcel B. Except for any above ground utility lines, pipes, systems, facilities, structures or equipment existing within the Utilities Easement Parcel on the Effective Date, and any replacement or modification of such above ground utilities, all such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of Parcel A (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of Parcel A.

- Connection Easement. Parcel A Owner and Parcel B Owner hereby grant, establish, coverant and agree that Parcel A and Parcel B are hereby burdened by a nonexclusive, permanent, perpetual easement (the "Connection Easement"), which is hereby imposed upon the Parcels for the benefit of the Owners of the Parcels and their respective Permittees, over, upon and across that portion of the Parcels that is depicted and legally described on Exhibit B hereto (the "Connection Easement Parcel") for the purpose of providing an enclosed access way between the building: currently located on Parcel A and Parcel B to provide for the movement of people, equipment and goods between said buildings.
- grants to Parcel B Owner and its Permittees a permanent and perpetual easement over, upon and across that portion of the Connection Easement Parcel located on Parcel A for the purpose of repairs, maintenance and replacement of the Connection. After performing any such maintenance, Parcel B Owner or its Permittees shall restore any affected areas of Parcel A to the same or better condition as existed before the performance of such repairs, maintenance or replacements.

#### 2.2 Use of Easements

- a. No Interference. The easements herein above gran ed shall be used and enjoyed by Parcel A Owner and Parcel B Owner and their respective Paralitees, as applicable, in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the businesses of Parcel A Owner and Parcel B Owner or their respective Permittees at any time conducted on their respective Parcels, including, without limitation, public access to and from said businesses, and the receipt or delivery of merchandise in connection therewith.
- b. <u>Construction</u>. Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. In addition, subject to the provisions of Sections 3.3 and 3.4 below, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other

Owner and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

- c. <u>No Obstruction</u>. No Owner shall cause, permit, consent to or otherwise allow an obstruction in or on the Connection Easement Parcel or the Access Easement Parcel which would prevent or create a material inconvenience to the use of the Connection or the Access Easement Parcel for the purposes stated above, and in no event shall the Connection or Access Easement Parcel be blocked, obstructed, closed, altered, changed or removed. In addition, the access point to the frontage road to West 79<sup>th</sup> Street located on the Access Easement Parcel (the "Access Point") shall in no event be blocked, obstructed, closed, altered, changed or removed.
- Owner and its mortgagee, if any, harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of said Owner or its Permitees arising out of or relating to the use of the Connection or the Connection Easement Parcel. Parcel B Owner shall indemnify and hold Parcel A Owner harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of Parcel B Owner or its Permitees arising out of or relating to the use of the Access Easement Parcel or the Utilities Easement Parcel.

#### 3. Maintenance.

- Maintenance of the Access Easement Parcel. Parcel A Owner shall be solely responsible for all maintenance expenses for the Access Easement Parcel, without any right of reimbursement from the Parcel B Owner. Parcel A Owner coverants at all times during the term hereof to maintain or cause to be maintained the Access Easement Parcel in good order, condition and repair, including, without limitation, maintaining and repairing all sidewalks and the surface of the driveway areas, snow removal, removing all papers, debris and other refuse from and periodically sweeping same to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining marking, lines and striping as needed, and performing any and all such other duties as are necessary to maintain the Access Easement Parcel in a clean, safe and orderly condition. In the event of any damage to or destruction of all or a portion of the Access Easement Parcel, Parcel A Owner shall with due diligence repair, restore and rebuild the Access Easement Parcel to its condition prior to such damage or destruction (or with such changes as shall be agreed to in writing by the other Owner).
- 3.2 <u>Maintenance of the Utilities Easement Parcel</u>. Parcel A Owner shall be solely responsible for all expenses for maintenance of the surface of the Utilities Easement Parcel, without any right of reimbursement from Parcel B Owner. Parcel A Owner covenants at all times during the term hereof to maintain or cause to be maintained the surface of the Utilities Easement Parcel in good order, condition and repair.

- 3.3 Maintenance of the Connection. Parcel B Owner shall be solely responsible for all repairs and maintenance of the Connection. Parcel B Owner covenants at all times during the term hereof to maintain or cause to be maintained the Connection in good order, condition and repair and in a clean, safe and orderly condition. Except as otherwise expressly provided in this Agreement, in the event of any damage to or destruction of all or any portion of the Connection, Parcel B Owner shall with due diligence repair, restore and rebuild the Connection to its condition prior to such damage or destruction (or with such changes as may be agreed to in writing by Parcel A Owner), and, to the extent such casualty costs are not covered by insurance, Parcel A Owner shall reimburse Parcel B Owner in an amount equal to Twenty Percent (20%) of such costs within thirty (30) days after receipt of an invoice from Parcel B Owner.
- Reimbursement for Connection Maintenance. Until April 30, 2024, all costs for repairs and raintenance of the Connection shall be paid by Parcel B Owner, without any right of reimbursement are in the Parcel A Owner, except with respect to repairs caused by casualty which shall be governed by Section 3.3 above. Beginning on May 1, 2024, Parcel A Owner shall reimburse Parcel 5 Owner for its proportionate share of the cost of repairs and maintenance of the Connection, in an amount equal to Twenty Percent (20%) of such costs. Parcel B Owner shall send invoices to I arcel A Owner for such reimbursements not more than once per quarter. All reimbursements required under this Section 3.4 must be made within thirty (30) days after receipt of an invoice.
- 4. <u>Insurance</u>. Throughout the term of this Agreement, each Owner shall maintain a policy or policies of commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the access Easement Parcel and Connection Easement Parcel with combined single limit coverage of not less than Two Million Dollars (\$2,000,000.00) per occurrence. Any insurance carried or required to be carried by an Owner pursuant to this Agreement may be carried under a master policy or blanket policy of insurance covering other locations. In the event that an Owner fails to maintain the insurance described above, which failure continues for a period of thirty (30) days after written notice thereof, such failure shall constitute a breach under this Agreement and the other Owner may, in addition to such Owners' other remedies, thereafter obtain and pay for such insurance and shall then invoice the other Owner for the expenses incurred, which invoice shall be paid by the non-complying Owner within thirty (30) days after receipt of such invoice.
- 5. <u>Taxes and Assessments.</u> Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its own Parcel, without any right of reimbursement from the other Owner.
- 6. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A or Parcel B. No easements, except those expressly set forth in Section 2 above, shall be implied by this Agreement.
  - 7. Remedies and Enforcement.

- 7.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.
- 7.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature c. which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), or any Owner shall have the right to perform such obligation contained in this Agreement on belia! f cf such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof, together with interest at the prime rate charged from time to time by Bank of America (its successors or assigns) plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles, an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at said prime rate, plus two percent (2%).
- Lien Rights. Any claim for reimbursement, including interest as aforesaid, 7.3 and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement, shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid effective upon the recording of a notice of lien with respect thereto in the Office of the Recorder of Dee Is of Cook County, Illinois; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the Recorder of Deeds of Cook County, Illinois prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lieu. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.
- 7.4 **Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
- 7.5 No Termination For Breach. Notwithstanding anything in the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any

Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

- 7.6 <u>Irreparable Harm.</u> In the event of a violation or threat thereof of any of the provisions of Section 2 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of Section 2 of this Agreement, the nondefaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of Section 2 of this Agreement.
- 7.7 The easements, covenants, conditions and restrictions contained in this Agreement shall be affective commencing on the Effective Date and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel A and Parcel B, in accordance with Section 9.2 hereof.

#### 8. Miscellaneous.

- 8.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
- 8.2 <u>Amendment</u>. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A and Parcel B, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the Recorder of Deeds of Cook County, Illinois.
- Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.
- 8.4 <u>No Waiver</u>. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

- 8.5 <u>No Agency.</u> Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- 8.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind the real property burdened thereby and every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- by acceptance of a oced conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations commined herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.
- 8.8 Severability. Each provision of this Agreement and the application thereof to Parcel A and Parcel B are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.
  - 8.9 <u>Time of Essence</u>. Time is of the essence of this Agreement.
- 8.10 Entire Agreement. This Agreement contains the complete or derstanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
- 8.11 Governing Law. The laws of the State of Illinois shall govern the interpretation, validity, performance, and enforcement of this Agreement.
- 8.12 Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner, shall from time to time provide the requesting Owner a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

- Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.
- Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the Parcel A Owner and the Parcel B Owner are as follows:

Parcel A Owner

CLP Venture, L.L.C. 970 N. Oaklawn Avenue, Suite 100

Ein hurst, IL 60126

Atta; George J. Cibula, Manager

Parcel B Owner:

Yiorgo, LLC

970 N. Oaklav v Avenue, Suite 100

Elmhurst, IL 60126

Attn; George J. Cibula, Manager

[REMAINDER OF THIS PAGE INTENTION/LLY LEFT BLANK] Clart's Office

1427334099 Page: 10 of 14

## **UNOFFICIAL COP**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

#### **PARCEL A OWNER:**

CLP VENTURE, L.L.C.,

an Illinois limited liability company

Y. an Illa

Name: George J. Cibula

Title: Manager

### **PARCEL B OWNER:**

YIORGO, LLC,

an Illinois limited liability company

Name: George J. Cibula Diff Clarks Office

Title: Manager

OTHER OF HINOIS
STATE OF ILLINOIS ) ) ss.
COUNTY OF DUPAGE )
l, ATHY LICESTA, a Notary Public in and for said County and State, do hereby certify that George J. Cibula, personally known to me to be the same person whose name is subscribed to the foregoing instrument and the Manager of CLP VENTURE, L.L.C., an Illinois limited liability company, appeared before me this day in person and acknowledged that as such Manager he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the purposes and therein set forth.  Given under my hand and official seal, this day of September, 2014.
My Commission Expires: 5-161-15  My Commission Expires: My Commission Expires May 12, 2015
STATE OF ILLINOIS ) ss.
COUNTY OF DUPAGE )
do hereby certify that George J. Cibula, personally known to me to be the same person whose name is subscribed to the foregoing instrument and the Manage, of YIORGO, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that as such Manager he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the purposes and therein set forth.  Given under my hand and official seal, this day of September, 2014.
Notary Public Notary Public
My Commission Expires: 5-12-00/5  CATHY D. NICKERSON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires May 12, 2015

1427334099 Page: 12 of 14

## **UNOFFICIAL COPY**

#### EXHIBIT A

### LEGAL DESCRIPTIONS

#### Parcel A

#### PARCEL 1:

LOT 1 IN THE SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36 TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1982 AS DOCUMENT NUMBER 26193290, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS RESERVED IN DEED RECORDED JUNE 15, 1955 AS DOCUMENT NUMBER 16270453 IN BOOK 52097, PAGE 418.

PIN: 18-36-101-009-0000

Common Address: 7701 West 79th Street, Br. dzeview, Illinois 60455

#### Parcel B

LOT 2 IN THE SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1982 AS DOCUMENT 26193290, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCED 1 AS CREATED BY PLAT OF SUBDIVISION RECORDED APRIL 6, 1982 AS DOCUMENT 26193290 FOR INGRESS AND EGRESS OVER A 25 FOOT STRIP OF LAND AS SHOWN ON SAID PLAT OF SUBDIVISION AND LOCATED ON THE FOLLOWING DESCRIBED PARCEL.

LOT 1 IN THE SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1982 AS DOCUMENT 26193290 IN COOK COUNTY, ILLINOIS.

PINS: 18-36-101-009-0000

18-36-101-010-0000

Common Address: 8100 South 77th Avenue, Bridgeview, Illinois 60455

1427334099 Page: 13 of 14

## **UNOFFICIAL COPY**

### EXHIBIT B

### DRAWING OF CONNECTION

(see attached)



1427334099 Page: 14 of 14

# BUILDING LINK EASEMENT

#### PROPOSED BUILDING LINK EASEMENT

THAT PART OF LOT 1 AND LOT 2 IN THE SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIMISION RECORDED APRIL 6, 1982 AS DOCUMENT NUMBER 26193290, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID SOUTHEAST CORNER BEING ALSO THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE BETWEEN SAID LOTS 1 AND 2, A DISTANCE OF 250.69 FEET TO THE POINT OF BEGINNING; SOUTH 90 DEGREES 01 MINUTES 42 SECONDS WEST, ALONG A LINE HERBINATER REFERRED TO AS LINE "X, SAID LINE LYING 5.00 FEET EAST OF AND THENCE NORTH FACE DEFORMS WEST, ALONG SAID NORTH FACE, 35.00 FEET TO THE NORTH FACE OF ONE STORY BUILDING WITH METAL SIDING; PARALLEL WITH THE EAST LINE OF PROPOSED BUILDING WITH METAL SIDING; PARALLEL WITH THE SAST LINE OF PROPOSED BUILDING WITH METAL SIDING; FEET TO A POINT 56.62 FEET EAST FROM THE NORTHWEST CORNER THENCE NORTH 89 DEGREES 58 MINUTES 18 SECONDS WEST, ALONG SAID NORTH FACE, 35.00 FEET WEST OF AND PARALLEL WITH SAID LINE "X, 940 ONE STORY BUILDING; THENCE NORTH OR DEGREES 01 MINUTES 42 SECONDS SAID SOUTH BOD GEGREES 55 MINUTES 14 SECONDS EAST, ALONG SAID SOUTH FACE, 35.00 FEET; THENCE SOUTH 0 DEGREES 01 MINUTES 42 SECONDS WEST, 48.43 FEET TO THE ENRICABOVE DESIGNATED POINT OF BEGINNING; SAID SOUTH FACE, 35.00 FEET; THENCE SOUTH 0 DEGREES 01 MINUTES 42 SECONDS WEST, 48.43 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

HAVING AS A LOWER LIMIT A SERIES OF THE FOLLOWING ADJACENT 35.00 FEET WIDE STRIPS, LYING WEST OF AND ADJOINING SAID LINE "A" AND LYING 3.50 FEET BELOW AND PARALLEL WITH THE CONCRETE SLAB OF PROPOSED BUILDING LINK AFORESAID:
A HORIZONTAL STRIP HAVING AN ELEVATION OF 817.18 FEET OVER THE SOUTH 85.71 FEET THEREOF;
AN INCLINED STRIP HAVING AN ELEVATION OF 617.18 FEET AT THE SOUTH END AND AN ELEVATION OF 620.84 FEET AT THE NORTH END, OVER THE NORTH 111.05 FEET OF THE SOUTH 18.76 FEET THEREOF;
A HORIZONTAL STRIP HAVING AN ELEVATION OF 520.84 FEET OVER THAT PART THEREOF LYING NORTH OF THE NORTH LINE OF THE SOUTH 196.76 THEREOF;

AND HAVING AS AN UPPER LIMIT AN INCLINED STRIP LYING 10.00 FEET ABOVE AND PARALLEL WITH THE ROOF OF PROPOSED BUILDING LINK AFORESAID, HAVING AN ELEVATION OF 651.60 ALONG SAID LINE "A" AND AN ELEVATION OF 652.18 FEET ALONG A LINE 35.00 FEET WEST OF AND PARALLEL WITH SAID LINE "A",

IN COOK COUNTY, ILLINOIS.

AREA = 7,699 5'.FT. 7R 0.1767 ACRES, MORE OR LESS.
REFERENCE BE CH. "P": VILLAGE OF BRIDGEVIEW BENCHMARK BWW 126. ELEVATION: 620.18"

