

**THIS INSTRUMENT WAS PREPARED BY )**  
**AND AFTER RECORDING RETURN TO: )**  
David G. Stejkowski, Esq. )  
The Stejkowski Law Firm, LLC )  
211 North Clinton Street, Suite 3S )  
Chicago Illinois 60661 )  
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(Reserved for recording data.)

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**ACCESS EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (the “**Agreement**”) is made as of this 6 day of January, 2015, by and between **JFA REAL ESTATE, LLC**, an Illinois limited liability company (“**Grantor**”) and **BALTON CORPORATION**, an Illinois corporation (“**Grantee**”).

**RECITALS:**

A. Grantee owns (or is acquiring from Grantor simultaneously herewith) that certain real property located in Cook County, Illinois (“**Grantee Parcel**”) which is more fully described in **Exhibit A** attached hereto and incorporated herein.

B. The Grantee Parcel is adjacent to certain land owned by Grantor (“**Grantor Parcel**”) which is more fully described in **Exhibit B** attached hereto and incorporated herein.

C. In consideration of the mutual covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby enter into this Agreement to provide for certain easements for the benefit of the Grantee Parcel, among other things.

**AGREEMENT:**

**1. ACCESS EASEMENT:**

Subject to the provisions of this Agreement, Grantor hereby grants to Grantee a perpetual, non-exclusive easement (“**Easement**”) over that portion of the Grantor Parcel which is legally described in **Exhibit C** attached hereto and incorporated herein (the “**Easement Parcel**”) for the benefit of the Grantee Parcel, for the purpose of ingress and egress of pedestrian and vehicular traffic to, from and between the Grantee Parcel and the Grantor Parcel.

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## 2. MAINTENANCE CONTRIBUTION:

A. Grantee shall pay to Grantor from time to time payments ("Maintenance Contribution") as a contribution for 50% of Grantor's costs related to the maintenance and repair of the Easement Parcel, including without limitation, snow removal, and the cost of maintenance, repair, resurfacing or repaving the pavement, and replacing of the landscaping along the Easement Parcel, if any. The Maintenance Contribution shall be billed on a periodic basis as expenses accrue and shall be payable within thirty (30) days following Grantee's receipt of an invoice for the same.

B. In the event Grantor plans to make any major capital improvements to the Easement Parcel as provided in Paragraph 3 below, such as a major resurfacing, Grantor will provide reasonable notice of such improvements together with an estimated budget such that Grantee will be reasonably aware of the anticipated costs of such improvements in connection with any Maintenance Contribution.

C. Grantee may not cease payment of, or escape liability for, the Maintenance Contribution by reason of non-use of the Easement Parcel or by reason of non-use or abandonment of the Grantee Parcel. No sale or transfer of the Grantee Parcel shall relieve successor grantee from liability for any payments of the Maintenance Contribution then due unless this Agreement is terminated.

D. If at any time Grantor ceases to maintain and repair the Easement Parcel, and such failure to maintain and repair continues for thirty (30) days after Grantee has provided notice to Grantor of such failure, then the Maintenance Contribution shall not be payable unless at some future time Grantor again maintains and repairs such areas to Grantee's satisfaction in which case the Maintenance Contribution shall again be payable as herein provided.

## 3. RIGHTS RESERVED BY GRANTOR:

Notwithstanding anything in this Agreement to the contrary, but subject to the terms of Section 1 hereof, Grantor reserves the right, without obtaining the consent of Grantee, to: (i) repair, repave, re-stripe or otherwise change any of the improvements or facilities at or on the Easement Parcel; (ii) to construct or remove signs, landscaping, and other improvements on any part of the Easement Parcel; and (iii) to grant easements and other interests and rights in and to portions of the Easement Parcel to third parties; provided, however, that such rights shall not otherwise materially adversely affect Grantee. The Easement is not intended and shall not be construed as a dedication of the Easement Parcel for public use and the parties hereto shall take whatever steps may be necessary to avoid such dedication.

## 4. RULES:

Grantee shall use the Easement in common with Grantor and others to who rights to use the Easement have been, or hereafter may be, granted, and in a manner which does not unreasonably interfere with the use of the Easement by others. Grantee agrees to comply with reasonable rules and regulations promulgated from time to time regarding the use of the Easement, and that it will not do or permit its tenants, employees, licensees, agents, customers, invitees or other parties using the Easement to do anything which obstructs or interferes with access to or use of the Easement by any other parties.

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## 5. TRANSFERS:

Grantee shall not assign or otherwise transfer any of its rights or obligations under this Agreement except to a transferee which is simultaneously acquiring fee ownership or a leasehold or license interest in all, or a portion of, the Grantee Parcel.

## 6. INSURANCE:

A. Grantee Insurance. Grantee shall, at its expense, maintain commercial general liability insurance against claims for personal injury, death and property damage, arising out of the acts or omissions of Grantee, its officers, partners, tenants, agents and employees with respect to the Easement, with limits of not less than One Million Dollars (\$1,000,000) combined single limit for personal injury, bodily injury or death, or property damage or destruction (including loss of use thereof) per occurrence. Grantor, its lenders and other interested parties which may be designated by Grantor shall be named as additional insureds under such insurance policies. All insurance shall be with insurers rated at least A: VIII in the current edition of Best's Insurance Guide. Any policy required herein may be maintained under a blanket policy insuring other parties and locations provided the amount of insurance required hereunder is not thereby diminished. Grantee shall deliver a certificate of insurance to Grantor on or before the date of this Agreement. Grantee shall furnish renewal certificates at least ten (10) days prior to expiration of the preceding certificate.

B. Grantor Insurance. Grantor shall, at its expense, maintain commercial general liability insurance against claims for personal injury, death and property damage, arising out of the acts or omissions of Grantor, its officers, partners, tenants, agents and employees with respect to the Easement, with limits of not less than One Million Dollars (\$1,000,000) combined single limit for personal injury, bodily injury or death, or property damage or destruction (including loss of use thereof) per occurrence. Grantee, its lenders and other interested parties which may be designated by Grantee shall be named as additional insureds under such insurance policies. All insurance shall be with insurers rated at least A: VIII in the current edition of Best's Insurance Guide. Any policy required herein may be maintained under a blanket policy insuring other parties and locations provided the amount of insurance required hereunder is not thereby diminished. Grantor shall deliver a certificate of insurance to Grantee on or before the date of this Agreement. Grantor shall furnish renewal certificates at least ten (10) days prior to expiration of the preceding certificate.

## 7. INTENTIONALLY DELETED.

## 8. LIENS:

Grantee shall not permit any mechanics' or other liens to attach to or become an encumbrance on the Easement Parcel. If Grantee shall fail to cause any such lien to be discharged within thirty (30) days after the filing thereof, then in addition to any other right or remedy of Grantor, Grantor may discharge same (by payment, bonding or otherwise) and the amounts incurred by Grantor in connection therewith (including, without limitation, reasonable attorneys' fees) shall be due and payable immediately by Grantee to Grantor.

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## 9. DEFAULT:

A. If Grantee fails to pay any amount due hereunder within fifteen (15) days of the date such amount is due, interest shall accrue on the unpaid balance from the due date at a rate equal to the lesser of (a) ten percent (10%) per annum or (b) the highest rate permitted under Illinois law. Such interest shall not be deemed consent by Grantor to late payments, nor a waiver of Grantor's remedies. Also, in the event of a default hereunder by Grantee, Grantor shall be entitled to recover from Grantee all costs and expenses reasonably incurred in collecting the unpaid amounts, including, without limitation, reasonable attorneys' fees.

B. In addition to all remedies which may be available at law, in equity, in this Agreement or otherwise, if Grantee fails to comply with any obligation under this Agreement after fifteen (15) business days' notice specifying the nature of such failure (or if such failure cannot be cured within fifteen (15) business days, if Grantee does not commence to cure within fifteen (15) business days and diligently pursue such cure to completion), Grantor may (but shall not be obligated to) perform all or any part of such obligation and charge the reasonable costs in connection therewith to Grantee, which Grantee shall pay within thirty (30) days following Grantee's receipt of itemized invoices for said costs.

C. If Grantee does not pay any sums due hereunder within forty five (45) days following itemized invoices for costs, Grantor shall have a lien on the Grantee Parcel for such unpaid amount, together with any interest and costs of collection thereof (including reasonable attorneys' fees). Such lien may be evidenced by an affidavit of Grantor as to the amount thereof filed for record as a claim of lien against Grantee in the Office of the Recorder of Cook County, Illinois. Such lien shall continue in full force until such sum of money, and any accrued interest thereon and costs, fees and expenses of collection shall have been paid in full. Such lien shall be for the use and benefit of the person filing same, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

D. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by any party against the other party in any matter arising out of or in connection with this Agreement.

E. No exercise or waiver, in whole or in part, of any right or remedy provided for in this Agreement shall operate as a waiver of any other right or remedy, except as otherwise herein provided. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof.

## 10. CONDEMNATION:

In the event of condemnation of all or a portion of the Easement Parcel by any duly constituted authority for a public or quasi-public use, that portion of the award attributable to the value of any land within the Easement Parcel so taken shall be payable to Grantor; provided, however, that Grantee may file collateral claims with the condemning authority, over and above the value of the land within the Easement Parcel so taken, to the extent of any damage suffered by Grantee resulting from the severance of the Easement, provided that such collateral claim does not reduce the award to the Grantor in connection with such condemnation.

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## 11. NOTICES:

Any notice which a party is required or desires to give under this Agreement shall be in writing and shall be delivered by nationally recognized overnight courier which provides delivery receipts, personally delivered or sent by United States certified mail, return receipt requested, addressed as follows:

**If to Grantee:** Balton Corporation  
1001 East 99<sup>th</sup> Street  
Chicago, Illinois 60628

**If to Grantor:** JFA Real Estate, LLC  
211 North Clinton Street, Suite 3S  
Chicago, Illinois 60661

Either party may designate a different address for itself by notice similarly given. Notices delivered by overnight courier or personally delivered shall be effective upon receipt (or refusal thereof); notices sent by certified mail shall be effective five (5) business days after mailing as aforesaid.

## 12. MISCELLANEOUS:

A. **Headings:** Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

B. **Modification:** This Agreement cannot be changed, modified, waived or discharged orally except by an agreement in writing signed by the parties hereto.

C. **Severability:** If any term, provision or condition contained herein shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to parties or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

D. **Successors:** Except as otherwise expressly provided in this Agreement, this Agreement shall run with the land, both as respect to benefits and burdens created herein, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No other party shall be deemed to be a third party beneficiary hereunder.

E. **Governing Law:** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois.

F. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties concerning the subject matter herein contained. There are no oral promises, conditions, representations, undertakings or terms of any nature as conditions or inducements to the signing of this Agreement which are in effect.

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G. **Limitation of Liability:** Notwithstanding anything to the contrary contained in this Agreement, neither Grantor, nor its respective members or managers, nor any person or entity having a direct or indirect interest in Grantor, nor any of the officers, agents, directors, partners, shareholders, employees, trustees, beneficiaries or advisors of Grantor nor Grantor's partners nor any person or entity having a direct or indirect interest in Grantor, shall have any personal liability under or in connection with this Agreement, and in the event of any claim arising by, through or under Grantor pursuant to this Agreement, such parties and all such claimants shall look solely to the ownership interest of Grantor in and to the Grantor Parcel for the payment of any claim or for any performance. The provisions of this Section shall run to the benefit of all assignees and transferees of Grantor and other successors of Grantor.

*[signature page follows]*

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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day, month and year first above written.

**JFA REAL ESTATE, LLC,**  
an Illinois limited liability company

By: [Signature]  
Name: Daniel A Lucas  
Title: Manager

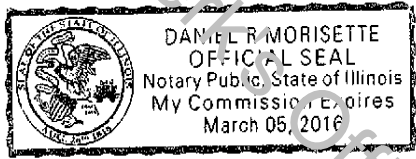
STATE OF ILLINOIS    )  
  ) ss.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that Daniel A Lucas, as manager of JFA Real Estate, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of such company, for the uses and purposes therein set forth.

Give under my hand and Notarial Seal this 12<sup>th</sup> day of JANUARY, 2015.

Notary Public: [Signature]

Commission Expiration: 3/5/16



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**BALTON CORPORATION,**  
an Illinois corporation

By: *Shane S. Wilson*  
Name: SHANE S. WILSON  
Title: PRESIDENT / CEO

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 Shane S. Wilson as President of Balton Corporation, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Shane S. Wilson appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as her/his free and voluntary act, and as the free and voluntary act of said corporation, for the use and purposes therein set forth.

Give under my hand and Notarial Seal this 1st day of January, 2014/15.

Notary Public: *Melissa L. Andrews Stigger*

Commission Expiration OFFICIAL SEAL  
Melissa L Andrews Stigger  
Notary Public, State of Illinois  
My Commission Expires 4/1/2017

Exhibit A - Legal Description of the Grantee Parcel

Exhibit B - Legal Description of the Grantor Parcel

Exhibit C - Legal Description of the Easement Parcel

Property of Cook County Clerk's Office



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## EXHIBIT A

### Legal Description of the Grantee Parcel

Part of the Northwest Quarter of the Southwest Quarter and part of the Northeast Quarter of the Southwest Quarter, Section 11, Township 37 North, Range 14 East, Third Principal Meridian, City of Chicago, Cook County, Illinois, being more particularly described as follows: Commencing at the Southeast corner of Lot 21, Block 4, Cottage Grove Heights, City of Chicago, Cook County, Illinois; thence South 89°59'53" East, 124.90 feet; thence South 00°00'07" West, 33.00 feet to the point of beginning; thence South 89°59'53" East, 90.37 feet; thence South 89°59'26" East, 962.30 feet; thence South 00°00'07" West, 254.83 feet; thence North 89°59'26" West, 45.00 feet; thence South 00°00'07" West, 70.00 feet; thence North 89°59'26" West, 917.30 feet; thence North 89°59'53" West, 90.37 feet; thence North 00°00'07" East, 324.83 feet to the point of beginning.

PIN: 25-11-300-026-0000 (part)

25-11-300-027-0000

25-11-300-038-0000

25-11-300-039-0000

25-11-300-040-0000

PROPERTY ADDRESS: 1001 E. 99th  
CHICAGO, IL 60619

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## EXHIBIT B

### Legal Description of the Grantor Parcel

Part of the Northeast Quarter of the Southeast Quarter, Section 10, and part of the Northwest Quarter of the Southwest Quarter, Section 11, Township 37 North, Range 14 East, Third Principal Meridian, City of Chicago, Cook County, Illinois, being more particularly described as follows:  Commencing at the Southeast corner of Lot 21, Block 4, Cottage Grove Heights, City of Chicago, Cook County, Illinois; thence South 00°00'07" West, 93.00 feet to the point of beginning; thence South 89°59'53" East, 35.27 feet; thence North 00°00'07" East, 60.00 feet; thence South 89°59'53" East, 89.63 feet; thence South 00°00'07" West, 324.83 feet; thence North 89°59'53" West, 89.63 feet; thence South 00°00'07" West, 25.17 feet; thence North 89°59'53" West, 855.76 feet; thence North 10°53'09" East, 295.31 feet; thence South 89°59'53" East, 764.73 feet to the point of beginning.

PIN: 25-11-300-026-0000 (part)

25-10-419-009-0000

25-11-300-015-0000

PROPERTY ADDRESS 545 E. 91st St.  
Chicago, IL 60619

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## EXHIBIT C

### Legal Description of the Easement Parcel

Part of the Northwest Quarter of the Southwest Quarter, Section 11, Township 37 North, Range 14 East, Third Principal Meridian, City of Chicago, Cook County, Illinois being more particularly described as follows:

Commencing at the Southeast corner of Lot 21, Block 4, Cottage Grove Heights, City of Chicago, Cook County, Illinois; thence South 00 degrees 00' 07" West, 93.00 feet; thence South 89 degrees 59' 53" East, 35.27 feet to the point of beginning; thence North 00 degrees 00' 07" East, 60.00 feet; thence South 89 degrees 59' 53" East, 89.63 feet; thence South 00 degrees 00' 07" West, 60.00 feet; thence North 89 degrees 59' 53" West, 89.63 feet to the point of beginning.

Contained within said bound: 5,378 square feet or 0.1235 acres.

PIN: 25-11-300-026-0000 (part)

*Access 825 E. 9100' 31"  
Cottage Grove 30. 600'*