

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/31/2016 01:20 PM Pg: 1 of 8

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(This space for Recorder's use only)

## EASEMENT AGREEMENT

THIS INSTRUMENT PREPARED BY  
(and after recording return to)  
Reyes, Kurson Ltd.  
Attn: Kenneth Goldin  
9100 Plainfield Road  
Brookfield IL 60513

## RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("Agreement") is entered into and effective this 10 day of Dec., 2013 by and between **The Illinois Medical District Commission**, a political subdivision, unit of local government, body politic and corporate of the State of Illinois ("IMD") and **The American National Red Cross**, a federally chartered not-for-profit corporation ("ARC").

### RECITALS

WHEREAS, IMD is the owner of certain real property located in Cook County, Illinois described on Exhibit A attached hereto (the "Main Site"); and

WHEREAS, ARC is the owner of certain real property located in Cook County, Illinois described on Exhibit B attached hereto (the "ARC Site"), which ARC Site is contiguous to the Main Site; and

WHEREAS, the Main Site and the ARC Site are utilized primarily for the purpose of parking motor vehicles; and

WHEREAS, IMD and ARC each desire to provide an easement to the other, and to receive an easement from the other for use, ingress, egress and access to and from the Main Site and the ARC Site, all upon the terms and conditions set forth herein.

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NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties ratify and confirm the foregoing recitals and hereby covenant and agree as follows:

## AGREEMENT

1. Definitions. In addition to the definitions provided in the Recitals above, the following definitions shall apply to this Agreement.

1.1 Benefited Site. The term "Benefited Site" shall mean and refer to the property that is benefited by certain easements and/or rights hereinafter set forth, and consequently constitutes the dominant estate with respect to such easements and/or rights.

1.2 Burdened Site. The term "Burdened Site" shall mean and refer to the property that is burdened by certain easements and/or rights hereinafter set forth, and consequently constitutes the servient estate with respect to such easements and/or rights.

1.3 Driveways. The term "Driveways" shall mean any driveways, walkways or pedestrian ways located within the Main Site and/or the ARC Site, together with any improvements located on such driveways, walkways or pedestrian ways.

1.3 Occupant. The term "Occupant" shall mean and include any of the Owners and any Person who shall be, from time to time, entitled to the use and occupancy of the Main Site or the ARC Site under any lease, sublease, license, concession, agreement, or other instrument or arrangement under which such rights are acquired, including without limitation, mortgagees in possession.

1.4 Owner. The term "Owner" shall refer to the owner of the Main Site or the ARC Site, as the context may require. The term "Owners" shall refer collectively to the owners of the Main Site and the ARC Site.

1.5 Permittees. The term "Permittees" shall mean and refer to all Occupants and all guests, employees, licensees, agents, contractors, vendors and other invitees of Occupants.

1.6 Person. The term "Person" shall refer to any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental agency or other business entity.

2. Easement Benefiting ARC Site. The Owner of the Main Site, as the Burdened Site, hereby grants to the Owner of the ARC Site, as the Benefited Site, for the use of ARC Site Occupants and Permittees, a non-exclusive easement for the use and enjoyment of, over, upon, across and through the Driveways located within the Main Site, for pedestrian and vehicular ingress, egress and access within and limited to those portions of the Main Site which are improved for vehicle driveway and driveway gate purposes; said easement excludes vehicular parking or any other use that would interfere with use of the Driveways by the Owner, Occupants or Permittees of the Main Site.

3. Easement Benefiting Main Site. The Owner of the ARC Site, as the Burdened Site, hereby grants to the Owner of the Main Site, as the Benefited Site, for the use of Main Site

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Occupants and Permittees, a non-exclusive easement for the use and enjoyment of, over, upon, across and through the Driveways located within the ARC Site, for pedestrian and vehicular ingress, egress and access, within and limited to those portions of the ARC Site which are improved for vehicle driveway and driveway gate purposes; said easement excludes vehicular parking or any other use that would interfere with use of the Driveways by Occupants or Permittees of the Arc Site.

4. Non-Interference. No Owner shall permit, operate or install any parked vehicle, other object, or any improvements on such Owner's property which in any way unreasonably restricts or interferes with the reciprocal easements granted herein.

5. Nature of Easements and Rights Granted.

5.1 Easements Appurtenant. Each of the easements and rights granted or created herein is an appurtenance to the applicable Benefited Site, and none of such easements or rights may be transferred, assigned or encumbered except as an appurtenance to the applicable Benefited Site.

5.2 Nature and Effect of Easements. All of the easements, covenants, restrictions and provisions contained in this Agreement:

5.2.1 create equitable servitudes upon the Main Site and ARC Site properties in favor of the other property;

5.2.2 constitute covenants running with the land; and

5.2.3 shall bind every Person or entity having any fee, leasehold or other interest in any portion of either property at any time or from time to time, to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

5.3 Transfer of Title. The acceptance of any transfer or conveyance of title from any Owner of all or any part of its interest in its property shall be deemed, without any further action by the grantor or the grantee, to:

5.3.1 require the grantee to agree not to use, occupy or allow any lessee or occupant of such property to use or occupy the property in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and

5.3.2 require the grantee to assume and agree to perform each and all of the obligations of the conveying party under this Agreement with respect to all (or the applicable portion of) such property which will be conveyed to such grantee.

5.4 Successors. The obligations set forth in this Section 5 shall be binding on any successors or assigns of the named parties.

5.5 Duration. The easements and rights herein granted shall extend for so long as any portion of the Main Site or the ARC Site is utilized for vehicular parking purposes.

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6. Insurance and Taxes. The respective Owners of the Main Site and the ARC Site shall continue to be responsible for and pay or cause to be paid all insurance and taxes, including, without limitation, real estate taxes and special assessments, applicable to the property owned by such Owner, regardless of the easements and interests granted or created by this Agreement.

7. Maintenance. The Owner of the Main Site shall cause the Driveways within the Main Site and the ARC Site to be maintained in a manner that reasonably preserves their appearance and utility, reasonably free of defects and serviceable to both Owners, and in such connection shall perform ordinary sweeping, removal of snow and ice landscaping, lighting, cleaning and maintenance of the Driveways, including restriping and resurfacing at the same level as is currently provided for Driveways within the Main Site and as may be commercially reasonable. Notwithstanding the foregoing, the Owner of the Main Site shall not be required to repair any damage caused by or arising out of the negligence, misuse or willful misconduct of any Permittees associated with Owner of the ARC Site, and (ii) each Owner shall bear the cost of any capital improvements to the Driveways within such Owner's property which are required by any governmental authority as a result of the use of such Owner's property or of any capital improvements which are required to cause such Driveways to comply with any requirements of the Americans with Disabilities Act that are enacted, or first interpreted to apply to such Driveways, after the date of this Agreement.

8. Damage to Driveway Improvements and Easement. Each Owner shall refrain from causing any damage to the Driveways and the easements described herein and shall immediately repair any such damage caused by the negligence, misuse or willful misconduct of any Permittees associated with an Owner, at such Owner's sole cost and expense. If an Owner fails to perform any such required repairs, the other Owner, upon ten (10) days' prior written notice to the non-performing Owner, may cause such repair work to be performed with a right of reimbursement for all sums reasonably necessary and properly expended to remedy such failure.

9. Liability Insurance. Each Owner shall maintain a policy of general liability insurance ("Liability Insurance") with adequate single and combined liability limits in force at all times, insuring all activities, conditions, operation and usage on or about either Owners' property which is burdened by an easement pursuant to this Agreement. Such Liability Insurance shall be issued by insurance companies with a reliable general policyholder's rating and financial rating and qualified to do business in Illinois. Each Owner shall, upon request of the other, provide evidence to the other Owner of Liability Insurance coverage in accordance with this section.

10. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, commercial overnight courier with written verification of receipt or by telecopy facsimile. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) two (2) business days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier (as evidenced by the written verification of receipt); or (d) on the date of confirmation if telecopied. Notices shall be addressed as set forth below, or to such other address as may be designated by written notice given as herein provided.

11. General Provisions.

11.1 Entire Agreement. This Agreement (including Exhibits attached) constitutes the entire agreement and understanding between the parties with respect to the subject matter

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The American National Red Cross

By: [Signature]  
Its: JOHN TOBIN, SR. REAL ESTATE MANAGER

600-A Forest Point Circle  
Charlotte, NC 28275

**Exhibits to Agreement:**

- Exhibit A---Main Site
- Exhibit B---ARC Site

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 \_\_\_\_\_, personally known to me to be the same persons whose name is subscribed to the foregoing instrument, and personally known to me to be the \_\_\_\_\_ of THE ILLINOIS MEDICAL DISTRICT, a body politic and corporate of the State of Illinois, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said body corporate, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2013

Commission expires \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF North Carolina  
) ss  
COUNTY OF Hectenberg

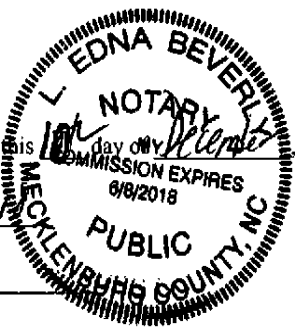
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Tobin, personally known to me to be the same persons whose name is subscribed to the foregoing instrument, and personally known to me to be the Sr. Real Estate Mgr of AMERICAN NATIONAL RED CROSS, a Federally chartered not-for-profit corporation, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

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Given under my hand and official seal, this 10 day of October, 2013

Commission expires June 8 2018

R. J. [Signature]  
NOTARY PUBLIC



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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 1 IN ARC 2013 RESUBDIVISION BEING A RESUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

Street Address: 2201-2223 West Harrison Street Chicago 60612

#### PINS:

17-18-301-002	17-18-301-012
17-18-301-003	17-18-301-015
17-18-301-004	17-18-301-016
17-18-301-005	17-18-301-017
17-18-301-006	17-18-301-019
17-18-301-007	17-18-301-020
17-18-301-008	17-18-301-021
17-18-301-009	17-18-301-022
17-18-301-010	17-18-301-023
17-18-301-011	17-18-301-027

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EXHIBIT B

## LEGAL DESCRIPTION

LOT 2 IN ARC 2013 RESUBDIVISION BEING A RESUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

Street Address: 601 S. Leavitt Chicago 60612

PINS: 17-18-301-015

17-18-301-016

17-18-301-017

17-18-301-019

17-18-301-020

