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1628122133

Doc# 1628122133 Fee \$68.00
RHSP Fee: \$9.00 RPRF Fee \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/07/2016 02:28 PM Pg: 1 of 16

*This Agreement was prepared by
and when recorded, return to:*

Matthew R. Leffler, Esq.
Vedder Price P.C.
222 North LaSalle Street, Ste. 2600
Chicago, Illinois 60601-1003

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

REAFFIRMATION OF AMENDED AND RESTATED EASEMENT AGREEMENT

This Agreement is made and entered into as of September 29, 2016, by and between Mount Prospect Center, LLC, an Illinois limited liability company ("MP Center"), and BMO Harris Bank, N.A., a national banking association ("BMO").

RECITALS:

WHEREAS, MP Center is the successor in title to KRCV Corp., an Illinois Corporation ("KRCV"), and the owner of Lot 2 of Kenroy's Elmhurst-Dempster Subdivision ("Subdivision"), as more particularly described on the attached Exhibit B ("Lot 2");

WHEREAS, BMO is successor-in-interest to Harris Bank Arlington Meadows, an Illinois state banking corporation ("HBAM");

WHEREAS, BMO is the owner of Lot 1 in the Subdivision ("Lot 1");

WHEREAS, KRCV, and HBAM entered into that certain Amended and Restated Easement Agreement dated October 7, 2003 ("Easement");

WHEREAS, the Easement was not recorded after its execution;

WHEREAS, MP Center, as the successor to KRCV Corp., and BMO, as successor to HBAM, each desire to reaffirm and certify that the Easement is in full force and effect;

NOW, THEREFORE, for and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and the mutual covenants and agreements herein contained, the Parties do hereby agree as follows:

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1. **Reaffirmed.** The Easement is hereby reaffirmed by the parties to be in full force and effect. The parties further acknowledge and agree that the copy of the Easement attached hereto as Exhibit A is a true, correct, and complete copy of the Easement, and that there are no modifications or amendments to the Easement in existence. Each Party acknowledges and agrees that the Easement is binding on Lot 1 and Lot 2 and the owners thereof, as if the Easement was properly recorded on October 7, 2003.
2. **Consent to Recording.** The parties consent to, and agree to cooperate in, the recording of the Easement with the Cook County Register of Deeds. The legal descriptions for Lot 1, Lot 2, and the Easement area are attached hereto as Exhibit B.
3. **Authority.** Each party represents and warrants to the other that it has the requisite authority to enter into this Agreement and has reviewed the Easement and this Agreement with the assistance of counsel.
4. **Counterparts.** This Agreement may be executed in any number of counterparts; when so executed, all of such counterparts shall constitute a single instrument binding upon all parties hereto, notwithstanding the fact that all parties are not signatories to the original or to the same counterpart.

[signature pages follow]

Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

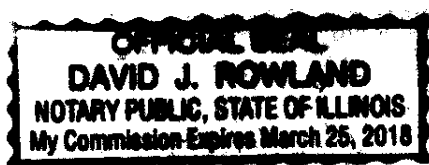
BMO Harris Bank, N.A.,
a National Banking Association

By: [Signature]
Print Name: Hettie B. Ensign
Print Title: Vice President

ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

Personally came before me on this 4th day of October, 2016, the above-named Hettie B. Ensign as Vice President on behalf of BMO Harris Bank, N.A., a national banking association, to me known to be the person who executed the foregoing instrument on behalf of said national banking association and acknowledged the same.



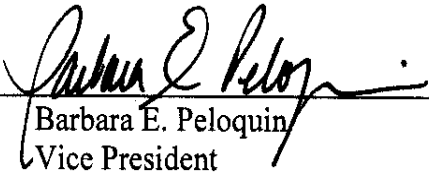
[Signature]
Notary Public
Print Name: David J. Rowland
State of: Illinois
My commission expires: 3-25-18

[signatures continued on following page]

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Mount Prospect Center, LLC, an Illinois limited liability company

By: KRCX Illinois Realty, LLC, its sole member


By: 
Barbara E. Peloquin
Vice President

ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF DuPage) SS

Personally came before me on this 29 day of September, 2016, the above-named Barbara E. Peloquin as Vice President of KRCX Illinois Realty, LLC, sole member of Mount Prospect Center LLC, an Illinois limited liability company, on behalf of said limited liability company to me known to be the person who executed the foregoing instrument on behalf of said limited liability company and acknowledged the same.




Notary Public
Print Name: Heather Burns
State of: Illinois
My commission expires: 6-2-18

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EXHIBIT A

AMENDED AND RESTATED EASEMENT AGREEMENT

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AMENDED AND RESTATED EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into as of October 7, 2003, by and between KRCV CORP., an Illinois corporation, (hereinafter referred to as "KRCV") and HARRIS BANK ARLINGTON MEADOWS, an Illinois state banking corporation, (hereinafter referred to as "HARRIS").

RECITALS:

R-1. KRCV is the owner of Lot 2 in Kenroy's Elmhurst-Dempster Subdivision, being a subdivision of part of the East 1/2 of Section 14, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded on May 16, 1973 as Document No. 22327173 (hereinafter referred to as "Lot 2").

R-2. HARRIS is the owner of Lot 1 in Kenroy's Elmhurst-Dempster Subdivision aforesaid (hereinafter referred to as "Lot 1").

R-3. Pursuant to Easement Agreement recorded on September 1, 1977 as Document No. 24088112 (hereinafter referred to as the "Original Easement Agreement") an easement for surface parking was established for the benefit of Lot 1 on a portion Lot 2.

R-4. KRCV and HARRIS now desire to amend and restate the Original Easement Agreement in its entirety, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by HARRIS to KRCV, the receipt and sufficiency of which are hereby acknowledged by KRCV, and the mutual covenants and agreements herein contained, KRCV and HARRIS do hereby amend and restate the Original Easement Agreement in its entirety as follows:

1. Grant of Easement. KRCV, for itself, its successors and assigns, hereby grants and conveys to HARRIS, its successors and assigns a perpetual and non-exclusive easement for the benefit of Lot 1 in, on, over and across the following described portion (hereinafter referred to as the "Easement Area") of Lot 2 for the purpose of surface parking of motor vehicles thereon by HARRIS, its successors and assigns and their respective customers, invitees and employees and for vehicular and pedestrian ingress and egress incidental to any such surface parking:

Beginning at the Northeast corner of Lot 2 (said point also being the Northwest corner of Lot 1); thence West along the North line of Lot 2, 50.00 feet; thence South 290 feet; thence East 250 feet to a point on the East line of Lot 2; thence North along the East line of Lot 2, 145 feet to the Southeast corner of Lot 1; thence West along the South line of Lot 1 to the Southwest corner of Lot 1; thence North along the West line of Lot 1 to the point of beginning; **EXCEPTING** all that part thereof lying South of a line drawn 87.00 feet South of and parallel with the South line of Lot 1. The Easement Area consists of "Easement Area A" and "Easement Area B" as shown and delineated on the drawing

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attached hereto as Exhibit A, hereby made a part hereof. The above described excepted area (hereinafter referred to as "Excepted Area") is also show and delineated on Exhibit A attached hereto.

2. Improvement of Easement Area. HARRIS covenants and agrees that in connection with the construction of its proposed bank facility on Lot 1, it shall, at its cost and expense, improve Easement Area A substantially in accordance with the drawing attached hereto as Exhibit A and all applicable laws, including, without limitation, all requirements of the Village of Mount Prospect, including, but not limited to, new paving and surfacing for all parking and drive areas, medians, islands, walkways, striping, curbs, gutters, curb cuts, drainage, signage, lighting and landscaping. HARRIS will cause all work to be done in a good and workman-like manner, using new, high quality materials, and in a manner that causes the least possible interference with the business operations on Lot 2.

3. Maintenance of Easement Area. HARRIS covenants and agrees that it shall, at its cost and expense, maintain and repair Easement Area A as so improved pursuant to Section 2 of this Easement Agreement including, but not limited to, resurfacing, resealing, restriping, snow removal, maintenance, any necessary replacement of landscaping and any other necessary replacement of such improvements, and otherwise maintain Easement Area A in good repair and clean condition. HARRIS will cause all maintenance work to be done in a manner that causes the least possible interference with the business operations on Lot 2.

4. Consent to Changes. Without first obtaining the prior written approval of KRCV, which approval shall not be unreasonably withheld (but may require KRCV to obtain the consent of one or more of the tenants on Lot 2), HARRIS shall not alter, change or modify in any material manner, the improvements in Easement Area A shown on Exhibit A, attached hereto, including the configuration, location or lay-out of the parking spaces, parking aisles, drives, medians, curbs, curb cuts, entrances, exits, islands, lighting, walkways, signs and landscaping. HARRIS shall not have the right to make any alterations, changes or modifications in Easement Area B.

5. Common Area Maintenance. In consideration of KRCV's operation and maintenance of the "EASEMENT FOR INGRESS AND EGRESS", which serves both Lot 1 and Lot 2 (hereinafter referred to as "Common Area") shown and delineated on the Plat of Kenroy's Elmhurst-Dempster Subdivision aforesaid (excluding Easement Area A, which is to be operated and maintained by HARRIS), HARRIS shall pay KRCV a common area maintenance fee (hereinafter referred to as "CAM Fee") in the amount of Three Thousand Dollars (\$3,000.00) per year beginning on the date of this Easement Agreement and continuing on each anniversary of the date of this Easement Agreement, subject to increase as hereinafter provided. On the sixth (6th) anniversary of the date of this Easement Agreement and on each fifth (5th) anniversary thereafter the annual CAM Fee shall increase by ten percent (10%) of the annual CAM Fee payable during the previous five-year period. HARRIS will pay the CAM Fee for the first year concurrently with its execution and delivery of this Easement Agreement to KRCV. HARRIS will pay each subsequent annual CAM fee to KRCV without notice, demand, deduction, or set-off, on or before October 1st of each year. In the event of HARRIS' failure to pay timely the CAM Fee, interest shall accrue thereon at the rate of two (2) points over the Prime Rate from

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time to time in effect at Harris Trust and Savings Bank and shall be due and payable to KRCV until KRCV receives the CAM Fee and all accrued interest on the CAM Fee. KRCV covenants and agrees to maintain the Common Area in good repair and clean condition, including, but not limited to, planting areas, landscaping, resurfacing, resealing, restriping, curbs, curb cuts, drainage, necessary replacements and snow removal.

6. Partial Release of Easement. HARRIS hereby releases the easement granted by the Original Easement Agreement in, on, over and across the Excepted Area.

7. Termination. HARRIS shall have the right to terminate and release the easement granted by this Easement Agreement at any time upon delivering to KRCV and recording an appropriate release. In such event, neither party shall have any further obligations or liability to the other under this Easement Agreement, except for any obligations and liability accruing prior to such termination.

8. Enforcement. If KRCV fails to maintain the Common Area as required in Section 5 of this Easement Agreement, KRCV shall not be in default under this Easement Agreement unless the failure continues for 30 days after written notice from HARRIS. If KRCV fails to cure the failure within the 30 day period (or, if 30 days is not sufficient for cure, a reasonable time necessary to cure the failure as long as KRCV has commenced and is diligently pursuing the cure), then the sole and exclusive remedy of HARRIS shall be to cure KRCV's failure and, after providing to KRCV written evidence of the cost to cure the failure, demand payment from KRCV of up to \$3,000 for the cost that HARRIS incurs to cure the failure. In the event that either party hereto fails to perform any of its other obligations under this Easement Agreement, the other party shall have all rights and remedies provided at law or in equity. The prevailing party in any suit or action brought against the other party in any suit or action shall be entitled to all costs and expenses reasonably incurred by the prevailing party from the other party, including, without limitation, court costs and attorneys' fees.

9. Indemnity and Insurance.

(a) HARRIS shall protect, defend, save harmless and indemnify KRCV from and against all losses, claims, liabilities, injuries, expenses (including reasonable legal fees), lawsuits and damages of whatever nature either claimed to have been caused by or resulting from any act, omission or negligence of HARRIS or its employees, contractors or invitees occurring on the Easement Area or in connection with the rights granted under this Easement Agreement, except to the extent caused by or resulting from any willful misconduct or negligence of KRCV or its employees or contractors.

(b) HARRIS shall maintain commercial general liability insurance on the Easement Area in the minimum amount of \$2 million combined single limit (or such higher amount as may be reasonably required by KRCV, from time to time), per occurrence, with respect to bodily injury or death, personal injury and property damage, with a contractual liability endorsement covering HARRIS' indemnity obligations under this Easement Agreement. The named insured shall be HARRIS and KRCV shall be named as an additional insured. The policy shall contain a provision that the carrier shall provide KRCV notice in writing at least thirty (30) days in

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advance of any policy modification, cancellation or non-renewal. The insurance company must be licensed in the State of Illinois and have a current A.M. Best general policyholder's rating of A and VIII or greater. HARRIS shall deliver to KRCV the insurance policy or certificate thereof, satisfactory to KRCV, with premiums prepaid on the signing of this Easement Agreement and thereafter at least thirty (30) days before each expiring policy. All such policies of insurance shall have a term of not less than one (1) year. In the event of HARRIS' failure to provide KRCV with such evidence of insurance, KRCV may, at its option, obtain such insurance and collect the cost thereof, together with interest thereon, from HARRIS in the same manner as KRCV has the right to collect the CAM Fee from HARRIS.

10. Release of Obligations. In the event that either party hereto or its successor in interest shall convey Lot 1 or Lot 2, as the case may be, the grantee shall be deemed to have assumed all obligations of such conveying party in connection with this Easement Agreement for the period after such conveyance, and the same shall serve to release such conveying party from any future obligations and liability in connection with this Easement Agreement, and in such event the other party agrees to look solely to such successor in interest of the conveying party with respect to such future obligations and liability.

11. Successors and Assigns. The easement, covenants and agreements in this Easement Agreement are intended to run with the land both as to benefit and burden and shall be binding upon and inure to the benefit of the parties hereto and their successors, successors in title and assigns, except as otherwise expressly provided in this Agreement.

12. Notice. Any and all notices or other communications between the parties hereto in connection with this Easement Agreement shall be in writing and shall be deemed duly served and given when personally delivered, or when deposited in the United States mail, first class, postage prepaid, certified or registered mail, return receipt requested, or when deposited cost paid with a nationally recognized overnight carrier, or when transmitted by facsimile machine with proof of transmission being sent by regular mail on the date of transmission as follows:

If to KRCV:	c/o Kimco Realty Corporation 10600 West Higgins, Suite 408 Rosemont, Illinois 60018 Facsimile No. 847-299-1167
With a copy to:	Kimco Realty Corporation 3333 New Hyde Park Road, P.O. Box 5020 New Hyde Park, New York 11042-0020 Facsimile No. 516-336-5657
If to HARRIS:	c/o Harris Trust and Savings Bank 111 West Monroe Street, 7 West Chicago, Illinois 60603 Attn: Corporate Real Estate Facsimile No. 312-765-8061

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With a copy to: Bailey, Borlack, Nadelhoffer & Carroll
 135 South LaSalle Street, Suite 3950
 Chicago, Illinois 60603
 Facsimile No. 312-629-0174

Either party hereto may change its address for the giving of notice by providing written notice of such change to the other party as provided above, but such change of address will not be effective until five (5) days after notice of such change is so given.

13. Counterparts. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

KRCV Corp.

By: _____
 Name: _____
 Title: _____

ATTEST:

Name: _____
 Title: _____

Harris Bank Allington Meadows

By: JOHN T. FRIEDMAN, III
 Name: JOHN T. FRIEDMAN, III
 Title: President

ATTEST:

Guy M. Tolvstad
 Name: Guy M. Tolvstad
 Title: Vice President

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With a copy to: Bailey, Borlack, Nadelhoffer & Carroll
135 South LaSalle Street, Suite 3950
Chicago, Illinois 60603
Facsimile No. 312-629-0174

Either party hereto may change its address for the giving of notice by providing written notice of such change to the other party as provided above, but such change of address will not be effective until five (5) days after notice of such change is so given.

13. Counterparts. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

KRCV Corp.

By: Robert Nadler

Name: ROBERT NADLER

Title: President Central Region

ATTEST:

Jo Anne Jarosik
Name: JO ANNE JAROSIK
Title: LEASE ADMINISTRATOR

Harris Bank Arlington Meadows

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____
Title: _____

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STATE OF ILLINOIS)

) SS.

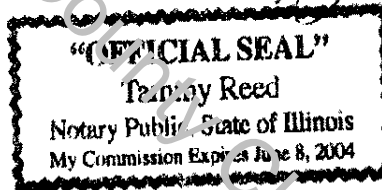
COUNTY OF COOK)

The undersigned, a notary public in and for said county, in the state aforesaid, DOES HEREBY CERTIFY that Robert Nadler, personally known to me to be the _____ President of KRCV Corp., an Illinois corporation, and _____, personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument, pursuant to authority given by the board of directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 7th day of October, 2003

Tammy Reed
Notary Public

My commission expires: 6/8/2004



STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

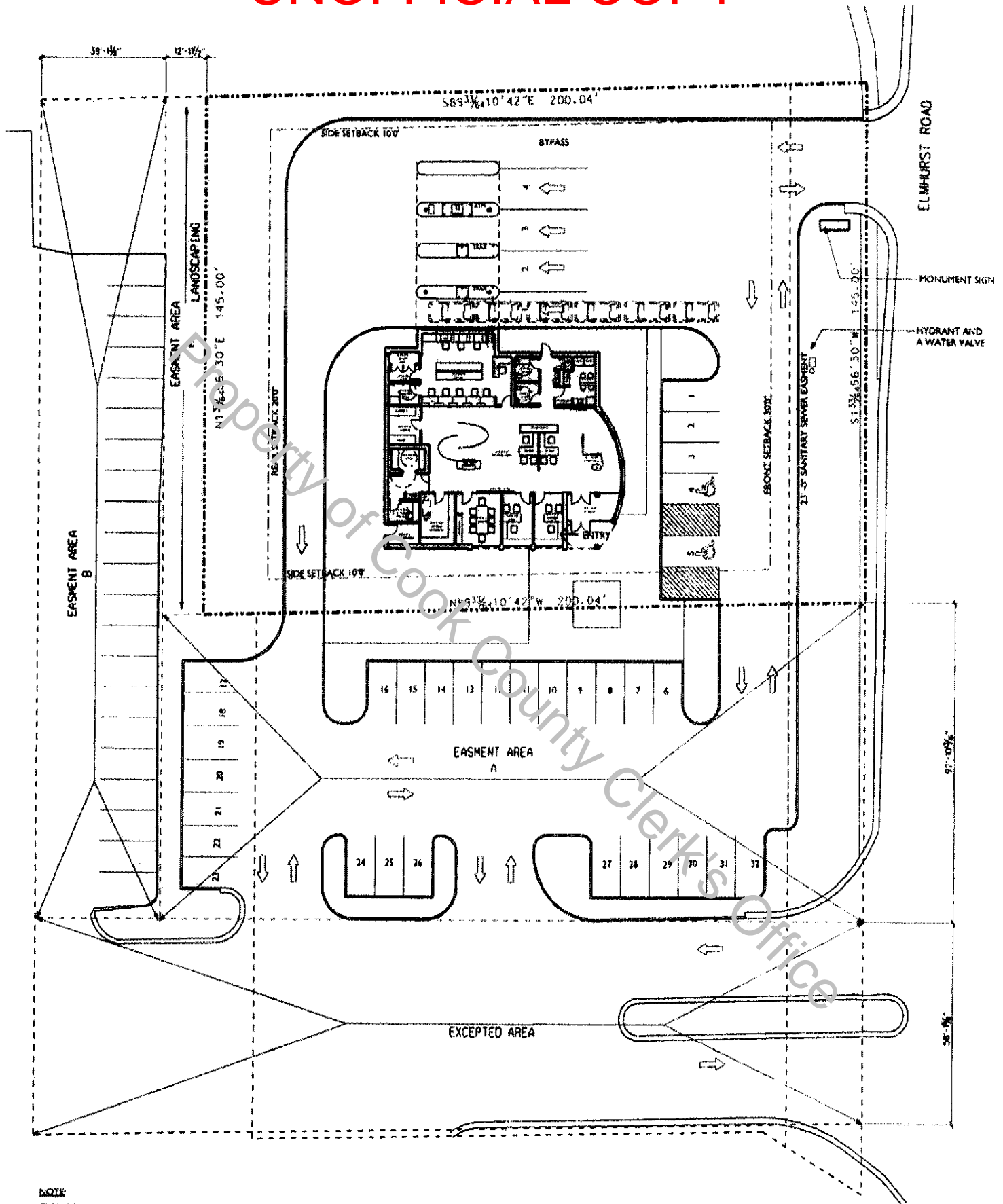
The undersigned, a notary public in and for said county, in the state aforesaid, DOES HEREBY CERTIFY that _____, personally known to me to be the _____ President of Harris Bank Arlington Meadows, an Illinois banking corporation, and _____, personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument, pursuant to authority given by the board of directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 7th day of October, 2003

Notary Public

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NOTE:

CITY REQUIREMENT: 3 PARKING SPACES PER 1000 SF= 12 SPACES
PROVIDED TOTAL OF 21 PARKING SPACES.

SITE PLAN OPTION B

SCALE: 1/8" = 1'-0"

1450 ELMHURST ROAD
VILLAGE OF MOUNT PROSPECT
08 OCT 03



VALERIO
DEWALT
IRAIN

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EXHIBIT B

Legal Description For Lot 1

LOT 1 IN KENROY'S ELMHURST DEMPSTER SUBDIVISION BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1973 AS DOCUMENT NO. 22327173.

and

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER AND UPON THE NORTHEAST CORNER OF LOT 2 AS SHOWN ON THE PLAT OF KENROY'S ELMHURST-DEMPSTER, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NO. 22327173, ALL IN COOK COUNTY, ILLINOIS.

Address: 1450 South Elmhurst Road, Mount Prospect, Illinois 60056
County: Cook
Tax Id.: 08-14-403-021-0000

Legal Description For Lot 2

LOT 2 IN KENROY'S ELMHURST-DEMPSTER SUBDIVISION BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1973 AS DOCUMENT NO. 22327173, AS AMENDED BY LETTER OF CORRECTION RECORDED NOVEMBER 9, 1989 AS DOCUMENT 89536380.

Address: 1480 to 1550 South Elmhurst Road, Mount Prospect, Illinois 60056
County: Cook
Tax Id.: 08-14-403-022-0000; 08-14-403-027-0000; 08-14-403-028-0000

Legal Description of Easement Area

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 (SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1); THENCE WEST ALONG THE NORTH LINE OF LOT 2, 50.00 FEET; THENCE SOUTH 290 FEET; THENCE EAST 250 FEET TO A POINT ON THE EAST LINE OF LOT 2; THENCE NORTH ALONG THE EAST LINE OF LOT 2, 145 FEET TO THE SOUTHEAST CORNER OF LOT 1; THENCE WEST ALONG THE SOUTH LINE OF LOT 1 TO THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH ALONG THE WEST LINE OF LOT 1 TO THE POINT OF BEGINNING, EXCEPTING ALL THAT PART THEREOF LYING SOUTH OF A LINE DRAWN 87.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 1. THE EASEMENT CONSISTS OF "EASEMENT AREA A" AND EASEMENT AREA B" AS SHOWN AND DELINEATED ON THE DRAWING ATTACHED TO THE AMENDED AND RESTATED EASEMENT AGREEMENT DATED OCTOBER 7, 2003 AS EXHIBIT A AND IS HEREBY MADE PART HEREOF. THE ABOVE DESCRIBED EXCEPTED AREA IS ALSO SHOWN AND

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DELINEATED ON EXHIBIT A TO THE AMENDED AND RESTATED EASEMENT AGREEMENT
DATED OCTOBER 7, 2003.

Address: 1480 to 1550 South Elmhurst Road, Mount Prospect, Illinois 60056
County: Cook
Tax Id.: 08-14-403-022-0000; 08-14-403-027-0000; 08-14-403-028-0000.

Property of Cook County Clerk's Office