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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/14/2017 03:32 PM PG: 1 OF 7

Prepared by and Return to:

Michael A. Cramarosso
Taft Stettinius & Hollister LLP
111 E. Wacker Drive, Suite 2800
Chicago, Illinois 60601

MEMORANDUM OF INGRESS AND EGRESS EASEMENT AGREEMENT

This Memorandum of Easement (the "**Memorandum**") is entered into on the 1st day of March, 2017 by and between 1650 James Drive, LLC, an Illinois limited liability company ("**Grantor**") and Chicago Title Land Trust Company, not individually, but solely as Trustee u/t/a/d 10/25/95 and known as Trust No. 119865 ("**Grantee**")

NOTICE is hereby given of the Easement Agreement (as defined and described below) for the purpose of recording and giving notice of the existence of said Easement Agreement. To the extent that notice of such Easement Agreement has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

- 1. Parent Parcel and Easement Agreement.** Grantor is the owner of certain real property described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Grantee is the owner of certain real property described on **Exhibit B** attached hereto and by this reference made a part hereof (the "**Benefitted Parcel**"). Grantor (or its predecessor-in-interest) and Grantee (or its predecessor-in-interest) entered into that certain Ingress and Egress Agreement dated March 1, 2017 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "**Easement Agreement**"), pursuant to which the Grantee is the beneficiary of certain easements for access, all as more particularly described in the Easement Agreement (such easement rights and interests, collectively, the "**Easement Area**"), which Easement Area is described on **Exhibit C** attached hereto and by this reference made a part hereof.
- 2. Expiration Date.** Subject to the terms, provisions, and conditions of the Easement Agreement, and assuming Grantee complies with its obligations under the Easement Agreement, the Easement Agreement shall be perpetual.
- 3. Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Easement Agreement. In the event of a conflict between this Memorandum and the Easement Agreement, the Easement Agreement shall control. Grantor hereby grants the right to Grantee to complete and execute on behalf of Grantor any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

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4. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Grantor at: 1650 James Drive, LLC, 505 S. Arthur Avenue, Arlington Heights, IL 60005; To Grantee at: 1660 Kenneth Drive, Mt Prospect, IL 60056. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
5. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
6. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State of Illinois, without regard to the conflicts of laws provisions of such State.

[SIGNATURES FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, Grantor and Grantee have each executed this Memorandum as of the day and year set forth below.

GRANTOR

1650 JAMES DRIVE, LLC

Signature: [Handwritten Signature]
Print Name: MIKE LAMPIGNANO
Title: MANAGER
Date: 7-31-17

WITNESS AND ACKNOWLEDGEMENT

State of Illinois
County of DuPage

On this 31st day of July, 2017, before me, the undersigned Notary Public, personally appeared Mike Lampignano who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Anna Daum
Notary Public
Print Name: Anna Daum
My commission expires: 06/21/2019



[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

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GRANTEE

CHICAGO TITLE LAND TRUST COMPANY,
not individually, but solely as Trustee
u/t/a/d [10/25/95] and known as
Trust No. 119865 ~~and not personally~~

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Signature: *Mary M. Bray*
Print Name: MARY M. BRAY
Title: TRUST OFFICER
Date: 7/18/17

WITNESS AND ACKNOWLEDGEMENT

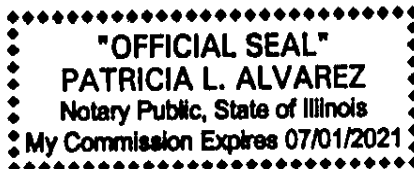
State of Illinois

County of [DuPage]

On this 18TH day of July, 2017, before me, the undersigned Notary Public, personally appeared [MARY M. BRAY] the [TRUST OFFICER] of Chicago Title Land Trust Company, not individually, but solely as Trustee u/t/a/d [10/25/95] and known as Trust No. 119865, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Patricia L. Alvarez
Notary Public
Print Name: _____
My commission expires: _____



[SEAL]

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EXHIBIT A

PARENT PARCEL

THE SOUTH 46.29 FEET (EXCEPT THE WEST 50 FEET THEREOF) OF THE SOUTH 164.73 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE NORTH 421.29 FEET OF THE SOUTH 915.39 FEET EXCEPT THE EAST 473.11 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 08-23-101-038-0000

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EXHIBIT B

BENEFITTED PARCEL

PARCEL 1: THE EAST 90 FEET OF THE WEST 662.08 FEET OF THE NORTH 10 ACRES OF THE SOUTH 15 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF AS DEDICATED FOR KENNETH DRIVE PER DOCUMENT 20950179), IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 2 AND 3 IN LAICH'S SUBDIVISION OF THE NORTH 10 ACRES OF THE SOUTH 15 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DEDICATED FOR KENNETH DRIVE AND ALSO EXCEPT THE WEST 662.08 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

EASEMENT AREA

The Easement Area consists of that portion of the Parent Parcel utilized by Grantee or the Permitted Parties (as defined in the Easement Agreement) for ingress and egress purposes from the Benefitted Parcel to Busse Road.

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