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for the benefit of the Property (defined below).

WHEREAS, the Lot 1 Owner, Lot 2 Owner, and Lot 3 Owner and their successors and assigns are sometimes individually referred to as an "Owner" or "Party" and collectively as the "Owners" and the Lot 1 Property, Lot 2 Property, and Lot 3 Property are sometimes individually referred to as a "Lot" or collectively, as the "Lots."

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, the Lot 1 Owner, Lot 2 Owner, and Lot 3 Owner agree as follows:

1. **Definitions.** Unless otherwise defined herein, terms with initial capital letters in this Agreement shall have the meanings set forth in this Section 1.

(a) "Access Roads" means those certain shared joint access roads / fire lanes on the Lot 1 Property, Lot 2 Property and Lot 3 Property to be located in the areas shown on the attached Site Plan.

(b) "Common Areas" means the main drives, parking areas, driveways, aisles, walkways, sidewalks and other common area facilities existing or to be erected, utility lines, sanitary sewers, and storm water lines located on the Lots for the use of the Owners, its legal representatives, successors, transferees and assigns, and its tenants and occupants.

2. **Access Easements.**

(a) Lot 1 in favor of the Lot 3 Owner and Lot 2 Owner. Lot 1 Owner hereby grants, bargains, sells and conveys to Lot 2 Owner and Lot 3 Owner, its legal representatives, successors, transferees and assigns, for the benefit of and as an appurtenance to Lot 2 Owner and Lot 3 Owner, its tenants and occupants of the Lot 2 Owner and Lot 3 Owner, a perpetual non-exclusive easement for vehicular and pedestrian access, on, over, across, upon and through (a) the portion of the Access Roads and Common Areas on the Lot 1 Property for the purpose of providing mutual ingress and egress between the Lot 3 Property, Lot 1 Property and Lot 2 Property, and (b) the roadways constructed and maintained from time to time on Lot 1 Property.

(b) Lot 2 in favor of the Lot 1 Owner and Lot 3 Owner. Lot 2 Owner hereby grants, bargains, sells and conveys to Lot 1 Owner and Lot 3 Owner, its legal representatives, successors, transferees and assigns, for the benefit of and as an appurtenance to Lot 1 Owner and Lot 3 Owner, its tenants and occupants of the Lot 1 Owner and Lot 3 Owner, a perpetual non-exclusive easement for vehicular and pedestrian access, on, over, across, upon and through (a) the portion of the Access Roads and Common Areas on the Lot 2 Property for the purpose of providing mutual ingress and egress between the Lot 1 Property, Lot 2 Property and Lot 3 Property, and (b) the roadways constructed and maintained from time to time on Lot 2 Property.

(c) Lot 3 Owner in favor of the Lot 1 Owner and Lot 2 Owner. Lot 3 Property Owner hereby grants, bargains, sells and conveys to the Lot 1 Owner and Lot 2 Owner, its legal representatives, successors, transferees and assigns, for the benefit of and as an appurtenance to Lot 1 Owner and Lot 2 Owner, its tenants and occupants of the Lot 1 and Lot 2 Owner, a perpetual non-exclusive easement for vehicular and pedestrian access, on, over, across, upon and through (a) the portion of the Access Roads and Common Areas on the Lot 3 Property for the purpose of providing mutual ingress and egress between the Lot 3 Property, Lot 1 Property and Lot 2 Property, and (b) the roadways constructed and maintained from time to time on the Lot 3 Property.

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2. **Parking Easement.** Lot 3 Owner hereby grants, bargains, sells and conveys to Lot 1 Owner and Lot 2 Owner, for the benefit of Lot 1 Property and Lot 2 Property, a nonexclusive easement over and across, and the right to use during the term of this Agreement, the parking areas from time to time located and maintained on Lot 3 Property for purposes of vehicular parking. The Lot 1 Owner and Lot 2 Owner hereby grants, bargains, sells and conveys to Lot 3 Owner, for the benefit of Lot 3, a nonexclusive easement over and across, and the right to use during the term of this Agreement, the parking areas from time to time located and maintained on the Lot 1 Property and Lot 2 Property for purposes of vehicular parking.

3. **Utility Easements.** Each Owner hereby grants, bargains, sells and conveys unto the other, their legal representatives, successors, successors-in-title, transferees and assigns, for the benefit of the Lots and as an appurtenance to Owners, its tenants and occupants, a perpetual non-exclusive easement, on, over, across, upon and through the Lots and Common Areas for the purposes of installing, operating, maintaining, repairing, replacing, removing and relocating underground storm sewer lines, and other underground utility lines (collectively the "**Utility Lines**") to serve the facilities located on the Lots. The location of any Utility Lines shall be subject to the approval of the granting Lot Owner, which approval shall not be unreasonably withheld, conditioned, or delayed, and shall be subject to and limited by the requirements of applicable law.

The Owners or any designee served by such Utility Lines may operate, maintain, and repair and, if it does not interfere with the use of the granting Owner's Lot, relocate to a location reasonably acceptable to the granting Owner, such Utility Lines, provided such activities are performed expeditiously, during reasonable hours, and only after five (5) business days prior written notice to the granting Owner to be affected by such work. Such notice shall be accompanied by a certificate of insurance naming the Owners affected by the work as additional insureds. The party performing the work shall, at its cost and expense, immediately repair any damage to any improvements resulting from such work. The Owner performing the work with respect to a Utility Line shall indemnify and hold the other Owner and any tenant or other occupant of the other Owner's Lot harmless from any claims, damages, or losses which may result from the activities in making such repairs or relocating its facilities.

4. **Temporary Construction Easements.** Each Owner hereby grants, bargains, sells and conveys unto the other, their legal representatives, successors, successors-in-title, transferees and assigns, a temporary non-exclusive easement (the "**Temporary Construction Easement**") for the benefit of the constructing party, its successors and assigns, and the employees, agents, contractors, subcontractors, and the like of the constructing party, in, over, through, and beneath such portion of the other's Lot necessary or incidental to construction of the Access Roads, or any utility work as agreed to by the parties pursuant to the terms of the Development Agreement.

5. **Maintenance of the Access Roads, Common Areas and Utility Lines.**

(a) Each Owner shall be responsible for the repair and maintenance of the portion of the Access Roads and Common Areas located on its respective Lot. Each Owner agrees to properly maintain any utility lines installed within the Easement Area, including but not limited to repairing leaks, to the extent not maintained and repaired by the Village of Mount Prospect. Any work performed in connection with this Agreement shall be performed (a) in a good, diligent and workmanlike manner and free of liens, (b) in compliance with all applicable laws, rules, regulations and ordinances and (c) in a manner so as to minimize any disruption to the operations occurring on the other Lots.

(b) Each Owner shall promptly pay for all work done on its behalf or at its direction (unless a bona fide dispute exists concerning payment in which case the Owner on whose behalf the work was performed, or allegedly performed, shall bond over any lien filed against the other Owner's property) and cause to be discharged any lien arising from or related to such work. Each Owner shall indemnify and hold harmless the other Owner from all loss, damage or expense (including, without limitation, reasonable attorneys' fees) resulting from work performed by or at the direction of such Owner, except to the extent the costs and expenses

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are to be shared as provided in this Agreement. Each Owner hereby grants and conveys to the other Owner a temporary easement (the "**Temporary Maintenance Easement**") across the Easement Area, Access Roads and Utility Easements and a sufficient area surrounding same in order to perform its maintenance obligations, or self-help rights, hereunder from time to time.

(c) Each Owner will maintain, repair, and replace the Common Areas in good, safe order, appearance and repair, including, without limitation, the prompt removal of snow and ice or other debris from the Common Areas; the prompt repair of any potholes or other defects in the surface or curbs of the Common Areas, the prompt removal of any debris or refuse of the Common Areas. Each Lot Owner shall maintain the Common Areas to commercially reasonable standards consistent with other first-class industrial parks in the metropolitan area where the Lots are located.

6. **Use Restrictions.** The Lots shall be subject to the following restrictions, which shall be binding on each Owner and each of its tenants, occupants, employees, agents, or invitees:

(a) **No obstruction of traffic:** No obstruction to the free flow of traffic and use of the parking and delivery facilities shall be permitted, except to the extent, if any, indicated on the Site Plan and except for temporary obstructions at such times as reasonably necessary to perform maintenance, repairs, or construction related activities on Owner's Lot.

(b) **Parking:** Each Owner shall at all times maintain a sufficient number of parking spaces to comply with applicable codes without variance and without reliance upon parking spaces located outside of the Lots.

(c) **Construction activities:** Each Owner performing any construction work on its Lot shall: (i) take all reasonable measures to minimize any disruption or inconvenience caused by such work; (ii) repair at its own cost and expense any and all damage to the Common Areas caused by such work; (iii) restore the affected portion of any affected Lot to a condition which is equal to or better than the conditions which existed prior to the beginning of such work; and (iv) defend, protect, indemnify, and hold harmless each other Owner (and their respective directors, officers, agents, representatives, employees and occupants) from and against all claims, including any action or proceedings brought thereon, and all costs, losses, expenses, and liabilities (including reasonable attorney fees and costs of suit) arising from or as a result of the performance of such work. After initial construction of a Lot (except in case of emergency or when the prior consents of all Owners have been obtained), all exterior construction work (including, without limitation, Alterations) which may have a material negative effect on another Lot or on the Common Areas shall be undertaken only after giving all Owners ten (10) days prior written notice of the work to be undertaken, the scope and nature of the work, the duration of the work, and the area in which the work is to be performed.

(d) **Building maintenance:** Each Owner shall maintain (or use commercially reasonable efforts to cause to be maintained by tenants, to the extent required under individual tenant leases), in good order and repair, all buildings located on the Lot, as well as its identification signs, if any.

## 7. **Remedies.**

(a) In the event any Owner fails to perform the maintenance, repair or other work required by this Agreement, or fails to perform the work in accordance with the requirements of this Agreement or otherwise breaches the terms of this Agreement, the non-defaulting Owner may notify the defaulting Owner and shall specify the deficiencies in the work or the breach. If such deficiencies are not corrected, or the breach not cured, within thirty (30) days after receipt of such notice (but if the cure is of a nature such that it cannot reasonably be cured within thirty (30) days, then the defaulting Owner will not be in default so long as it promptly commences the cure, thereafter diligently pursues the cure and subsequently cures the default within a reasonable period of time, not to exceed 90 days after written notice thereof), then the non-defaulting Owner

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shall have the right to correct such deficiencies or perform the work (even if such work must be undertaken on the defaulting Owner's Lot) or cure the breach, and recover all costs and expenses related thereto from the defaulting Owner. Notwithstanding the foregoing, in the event that the failure to perform the work, or failure to perform the work in the manner required in this Agreement or the breach of this Agreement, creates an imminent danger to persons or properties, or jeopardizes the continuance of business operations on any parcel described herein, no notice shall be required prior to the non-defaulting Owner commencing such work or commencing a cure, but the non-defaulting Owner shall promptly thereafter advise the other Owner of the work performed. Any costs and expense incurred in connection with the foregoing work or cure shall bear interest at the Default Rate (as hereinafter defined) from the date of advancement.

(b) Any amounts due and payable to an Owner pursuant to this Agreement shall be paid within thirty (30) days from the date the other Owner is notified of the amounts due. Any amounts not paid within said thirty-day period shall bear annual interest at the lesser of: (i) two (2) percentage points plus the "Prime Rate," as established from time to time by Wall Street Journal, or (ii) the maximum rate of interest permitted by applicable law. If any Owner shall not pay amounts due within said thirty (30) day period, the non-delinquent Owner may set-off such amount from any monies owed the delinquent Owner pursuant to the terms of this Agreement. The failure to pay any amounts due pursuant to this Agreement shall not entitle an Owner to file a lien or a claim of lien against the parcel owned by the delinquent Owner.

(c) In the event of a default under this Agreement, an Owner shall have all other rights and remedies at law or in equity, including, without limitation, the right to injunctive relief or specific performance. Each Owner shall be given reasonable access (during reasonable business hours) to the books and records of the other Owner, but only to the extent to verify the actual costs and expenses which are to be shared, or otherwise paid for, by an Owner pursuant to this Agreement. No other financial information, books or records of an Owner shall be required to be disclosed pursuant to this Agreement.

**8. Insurance.** In connection with the easements granted herein (including, without limitation, construction and maintenance activities and use thereof), an Owner shall cause its contractors performing work to obtain comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. In addition, each Owner shall carry during the term of this Agreement comprehensive general liability insurance in the amount of Two Million Dollars (\$2,000,000) combined limits, and coverage to include completed operations, contractual liability and broad form property damage.

**9. Estoppels.** At any time, and from time to time, within thirty (30) days after notice or request by an Owner, any other Owners at no cost to the requesting party shall execute and deliver to the requesting Owner, or its mortgagee, a statement certifying that this Agreement is unmodified and in full force and effect or if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement, and that, among other things reasonably requested, to the knowledge of such Owner, there exists no default under this Agreement, other than as specified therein.

**10. Binding: Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Owners and their respective successors and assigns. The rights, privileges and easements granted and conveyed hereunder shall be a burden upon the Lots and shall run with title to, and be appurtenant to, the Lots.

**11. Miscellaneous.** Time is of the essence in this Agreement. In no event and under no circumstances of any kind or nature whatsoever shall the easements or rights or privileges herein granted to or for the benefit of any Owner be deemed to be for the benefit of the public. Any notice, request or other communication required or permitted herein shall be in writing and shall be deemed to be given upon the earlier of personal delivery (including professional overnight courier service), or three (3) days after the same shall have been deposited in the United States mail, by certified or registered mail, return receipt required, postage prepaid. Such notice, request or other communication shall be addressed to any



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Owner at the address set forth under the signature of the Owner to this Agreement, however, any Owner may change its address for notices by giving notice to the other party in the manner provided in this Section.

All headings contained herein are for convenience only and shall not affect, modify, limit, or expand any of the provisions of this agreement. This Agreement may be modified or amended only by a written instrument intended for that purpose and executed by all parties. This Agreement sets forth the entire agreement between the Owners concerning the easements, rights and privileges set forth herein. There are no other agreements or understandings between the Owners with respect to these matters. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. The Owners acknowledge that they have participated in the negotiation and preparation of this Agreement with the advice and assistance of legal counsel. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Owner by reason of such party having, or being deemed to have, structured, dictated or drafted such provision. The failure of any Owner to insist upon strict compliance of any covenant, agreement, term, provision or condition of this Agreement shall not constitute, or be deemed, a waiver thereof. Each Owner represents to the other that it holds fee simple legal title to the parcel set forth in the recitations of this Agreement. Each Owner further represents and warrants to the other that it has full power and authority to enter into this Agreement and has obtained all necessary consents and approvals to enter into this Agreement and be bound by the terms and provisions hereof.

*[Signature page to Reciprocal Easement Agreement]*

Approved by Cook County Clerk's Office

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IN WITNESS WHEREOF, the Owners have signed, sealed and delivered this Agreement the day and year first above written.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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**LOT 1 OWNER:**

**GRAYHAWK 4, LLC,**  
an Illinois limited liability company

By: *[Signature]*  
Name: *Gina Bertolini*  
Its: *[Signature]*

STATE OF ILLINOIS }  
                                  }ss.  
COUNTY OF COOK }

I, the undersigned, Carolyn D Strahammer, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Gina Bertolini, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he sealed and delivered the foregoing instrument as his free and voluntary act, for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 5<sup>th</sup> day of March, 2021.



SEAL:  
Carolyn D. Strahammer  
Notary Public

My Commission expires on \_\_\_\_\_

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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 506 IN KENSINGTON CENTER-RESUBDIVISION TWENTY-SIX, A RESUBDIVISION OF LOTS 503 AND 504 IN KENSINGTON CENTER-RESUBDIVISION 22 IN PART OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF FILED ON MARCH 30, 1989 AS LR3782933, IN COOK COUNTY, ILLINOIS.

Address: 437 Lakeview Court, Mount Prospect, Illinois 60056

PIN: 03-35-200-056-000

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## EXHIBIT B

### Exhibit A to the Special Warranty Deed

PARCEL 1:

LOT 510 IN KENSINGTON CENTER - RESUBDIVISION TWENTY NINE, A RESUB. OF LOTS 508 AND 509 (BEING ALL OF) KENSINGTON CENTER - RESUB. TWENTY SEVEN, A RESUBDIVISION OF LOTS 505 AND 507 IN KENSINGTON CENTER -RESUBDIVISION TWENTY SIX, A RESUBDIVISION OF LOTS 503 & 504 IN KENSINGTON CENTER RESUB. 22 A RESUB. OF LOT 53 AND VACATED PORTION OF LAKEVIEW COURT IN KENSINGTON CENTER - RESUB. 17 A RESUB. OF LOTS 502 & 503 IN KENSINGTON CENTER - PHASE 5, A SUB IN PART OF THE NORTH EAST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED JANUARY 21, 1997 AS DOCUMENT 93054431, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 511 IN KENSINGTON CENTER-RESUBDIVISION TWENTY NINE, A RESUB. OF LOTS 508 AND 509 (BEING ALL OF) KENSINGTON CENTER - RESUB. TWENTY SEVEN, A RESUBDIVISION OF LOTS 505 AND 507 IN KENSINGTON CENTER -RESUBDIVISION TWENTY SIX, A RESUBDIVISION OF LOTS 503 & 504 IN KENSINGTON CENTER RESUB. 22 A RESUB. OF LOT 53 AND VACATED PORTION OF LAKEVIEW COURT IN KENSINGTON CENTER - RESUB. 17 A RESUB. OF LOTS 502 & 503 IN KENSINGTON CENTER - PHASE 5, A SUB IN PART OF THE NORTH EAST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED JANUARY 21, 1993 AS DOCUMENT 93054431, ALL IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 03-35-200-063-0000 and 03-35-200-064-0000

Commonly known as: 1501 Feehanville Drive, Mount Prospect, Illinois 60056 and  
430 Lakeview Court, Mount Prospect, Illinois 60056

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EXHIBIT C

**SITE PLAN**

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
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