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INGRESS/EGRESS ACCESS EASEMENT AGREEMENT

216ND0400190102011
MD

THIS INGRESS/EGRESS ACCESS EASEMENT AGREEMENT ("Easement Agreement") is made as of March 5, 2021 by and between Stanley C. Johnson, hereinafter referred to as the "Soul Owner" and Raina 95th Ryan, LLC, an Illinois limited liability company, hereinafter referred to as "Raina Owner". Soul Owner and Raina Owner are hereinafter referred to as the "Parties".

RECITALS

- A. The Soul Owner is the fee simple owner of a certain parcel of land located in the City of Chicago, Cook County, Illinois, which parcel of land is hereinafter referred to as "Lot 3." The Soul Parcel is legally described on the attached **Exhibit A**.
- B. Raina Owner is the fee simple owner of a certain parcel of land located in the City of Chicago, Cook County, Illinois, which parcel of land is hereinafter referred to as the "Lot 4." The Raina Parcel is legally described on the attached **Exhibit B**.
- C. The Lot 3 and the Lot 4 adjoin one another.
- D. Lot 3 has agreed to grant Lot 4 a perpetual, ingress/egress access easement over Lot 3, located approximately as shown on **Exhibit C** attached hereto, between Lot 3 and the Lot 4 (hereinafter referred to as the "Raina Easement Area") in order to permit the ingress and egress of persons and vehicles between the Lot 3 and the Lot 4.

NOW, THEREFORE, in consideration of the foregoing Recitals, the execution of this Easement Agreement by the Parties hereto, the covenants and agreements contained herein, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is agreed as follows:

1. Ingress and Egress Easements.

Soul Owner hereby grants to the Raina Owner a perpetual, unobstructed easement over Lot 3 located approximately as shown on **Exhibit C** attached hereto, for the purpose of permitting the ingress and egress of persons and vehicles between Lot 3 and Lot 4.

2. Encumbrances.

- a. The easement herein granted to Raina Owner is made subject to all covenants, conditions, restrictions, encumbrances, and easements of record.
- b. The easement herein granted to Raina Owner is made subject to all covenants, conditions, restrictions, encumbrances, and easements of record.

S. N.
P. 8
S. 4-1
SC
INT J.P.



2114008016

Doc# 2114008016 Fee \$65.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/20/2021 09:56 AM PG: 1 OF 8

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3. Reservation of Rights.

a. Reservations. Raina Owner hereby reserves for itself, its successors and assigns, the right to use the Raina Easement Area.

b. Temporary Interruption. Raina Owner hereby reserves the right to close off the area over which it is granted an easement for such reasonable, temporary period or periods of time as may be required in connection with any necessary repairs to the pavement of such easement area. Raina Owner shall give notice to Soul owner prior to commencing work on any such necessary repairs.

4. Construction.

a. Construction. All such construction will be performed at the sole cost and expense of the Raina Owner or assignee(s), and Soul Owner will not be obligated to pay for any such work. The Raina Owner or assignee(s) will be responsible for obtaining and complying with all necessary governmental approvals and permits with respect to such improvements, including obtaining all necessary final inspections. The improvements contemplated in this Paragraph 4(a) will be hereinafter referred to as the "Improvements." Said Improvements are limited to demolition of the existing building on Lot 3 and Improvements related to facilitating ingress and egress over Lot 3 to access Lot 4. Raina Owner shall terminate all utilities to building prior to demolition. Soul Owner shall be responsible for payment of any accrued balance on utilities prior to Raina Owner demolition. Raina Owner is responsible for making sure all Improvements work is sufficiently insured. Raina Owner shall provide prior notice of all contemplated Improvements to Soul Owner and Soul Owner may deny permission for any Improvements not related to demolition of the existing building on Lot 3 and Improvements related to facilitating ingress and egress over Lot 3 to access Lot 4.

b. Review of Plans. The Soul Owner shall have no right to disapprove the construction plans for the Improvements.

c. Workmanship. The Raina Owner or assignee(s) agree that all construction of the Improvements shall be performed in a good and workmanlike manner, with first-class materials and all applicable laws, rules, ordinances and regulations.

d. Construction Liens. In the event any construction lien is filed against Lot 3, or any part thereof, in connection with any work performed by or on behalf of the Raina Owner pursuant to this Easement Agreement, the Raina Owner shall either pay or cause to be paid the same and have said liens discharged of record, promptly or shall take such action as may be required to reasonably and legal object to such lien, or to have the lien removed from the property, and in all events shall have such lien discharged prior to the foreclosure of such lien. Raina Owner shall indemnify Soul Owner for any losses Soul Owner may incur related to such claims.

e. Construction Equipment and Materials. During construction of the Improvements, Raina Owner or assignee(s) shall be allowed to store any equipment or materials

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(including without limitation dirt and gravel) on Lot 3 without the prior written consent of Soul Owner.

5. Covenants Running with the Land. The easements herein granted and the agreements herein contained shall be easements and covenants running with the land and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

6. Notices. Notices permitted or required hereunder shall be in writing and shall be delivered or sent by certified mail or overnight delivery by a reputable national carrier to the addresses provided below, provided that any party may change such address by written notice to the other party:

If to Lot 3: Stanley C. Johnson, scjglobalmpinc@icloud.com

With a copy to: Pericles C. Abbasi, Esq., ChicagoLaw@Yahoo.com

If to Lot 4: Sanjeev Katau, sanjeevkhatau@gmail.com

With a copy to: William Logan, Esq. wlogan@marcusboxerman.com

7. Governing Law. This Easement Agreement shall be construed in accordance with the internal laws of the State of Illinois.

8. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

9. Entire Agreement; Modifications. This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement, and all prior or contemporaneous agreements, understandings, representations and statements (oral or written) are replaced by this Agreement. Neither this Agreement nor any provision of this Agreement may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to comply.

10. Partial Invalidity. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. Interpretation. This Easement Agreement has been, and shall be, construed to have been drafted by all Parties so that the rule of construing ambiguities against the drafter shall have no force and effect. The language of all parts of this Easement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party.

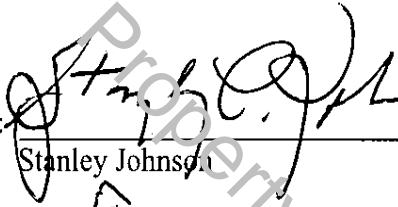
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12. Attorneys' Fees. If litigation arises out of or in connection with this Agreement, the prevailing party shall be entitled to recover its attorneys' fees, including attorneys' fees predating the litigation but incurred in connection with the dispute. The "prevailing party" shall be, in the event that the court determines that the Parties each are partially correct and partially incorrect, the party which the court determines is most correct.

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

Stanley C. Johnson

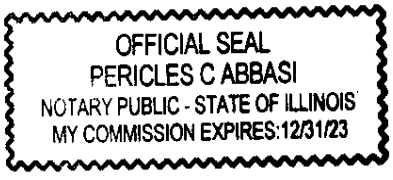
Raina 95th Ryan, LLC


By: 
Stanley Johnson
SCT

By: _____
Sanjeev Khatau, Manager

STATE OF ILLINOIS)
COUNTY OF COOK)ss
)

The foregoing instrument was acknowledged before me on March 5th, 2021, by Stanley C. Johnson




Name: Pericles C. Abbasi
Notary Public, State of Illinois
My commission expires 12/31/2023

STATE OF _____)
COUNTY OF _____)ss
)

The foregoing instrument was acknowledged before me on March ____, 2021, by Sanjeev Khatau, as the Manager of Raina 95th Ryan, LLC, an Illinois limited liability company.

Name: _____
Notary Public, State of Illinois
My commission _____

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12. Attorneys' Fees. If litigation arises out of or in connection with this Agreement, the prevailing party shall be entitled to recover its attorneys' fees, including attorneys' fees predating the litigation but incurred in connection with the dispute. The "prevailing party" shall be, in the event that the court determines that the Parties each are partially correct and partially incorrect, the party which the court determines is most correct.

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

Stanley C. Johnson

Raina 95th Ryan, LLC

By: _____
Stanley Johnson

By: _____
Sanjeev Khatau, Manager

STATE OF ILLINOIS)
COUNTY OF COOK)ss
)

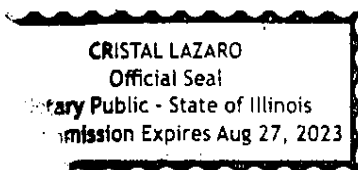
The foregoing instrument was acknowledged before me on March 5th, 2021, by Stanley C. Johnson

Name: _____
Notary Public, State of Illinois
My commission _____

STATE OF IL)
COUNTY OF COOK)ss
)

The foregoing instrument was acknowledged before me on March 5, 2021, by Sanjeev Khatau, as the Manager of Raina 95th Ryan, LLC, an Illinois limited liability company.

Name: CRISTAL LAZARO
Notary Public, State of Illinois
My commission 8-27-2023



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EXHIBIT A

Lot 3

**LOT 3 IN BLOCK 1 IN JOHN H. GAY'S SUBDIVISION OF THE NORTH HALF OF
THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9,
TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS**

PIN – 25-09-203-008-0000

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EXHIBIT B

Lot 4

**LOT 4 IN BLOCK 1 IN JOHN H. GAY'S SUBDIVISION OF THE NORTH HALF OF
THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9,
TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS**

PIN – 25-09-203-007-0000

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EXHIBIT C

Raina Easement Area

LOT 3 IN BLOCK 1 IN JOHN H. GAY'S SUBDIVISION OF THE NORTH HALF OF
THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9,
TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS

PIN 25-09-203-008-0000

Property of Cook County Clerk's Office