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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/30/2021 01:02 PM PG: 1 OF 13

Prepared By:

Pluymert, MacDonald, Hargrove & Lee, Ltd.
2300 Barrington Road, Suite 220
Hoffman Estates, IL 60169

After Recording Send To:

Brian M. Bentrup
Pluymert, MacDonald, Hargrove & Lee, Ltd.
2300 Barrington Road, Suite 220
Hoffman Estates, IL 60169

and

Brian Whisenhunt
Dembs Development, Inc.
27750 Stansbury, Suite 200
Farmington Hills, MI 48334

RECIPROCAL EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is made as of this 4th day of May, 2021, by and among ORLAND COMPANY TRUST, an Illinois business trust ("LOT 1 OWNER") and HAMPTON MERCURY INVESTMENT COMPANY II LIMITED PARTNERSHIP, a Michigan limited partnership ("LOT 2 OWNER").

Recitals

A. WHEREAS, LOT 1 OWNER is the owner of the real property described in Exhibit A ("Lot 1" and also a "Lot"), attached hereto and made a part hereof;

B. WHEREAS, LOT 2 OWNER is the owner of the real property described in Exhibit B ("Lot 2" and also a "Lot"), attached hereto and made a part hereof;

C. WHEREAS, LOT 1 OWNER as owner of Lot 1 wishes to obtain certain non-exclusive easements from LOT 2 OWNER for (a) ingress and egress over and across a certain portion of Lot 2 for pedestrian and vehicular traffic to and from Lot 1, and (b) permitted encroachments of portions of the parking lots, curb structures, and if necessary, utilities of Lot 1 over and across a certain portion of Lot 2;

D. WHEREAS, LOT 2 OWNER as owner of Lot 2 wishes to obtain certain non-exclusive easements from LOT 1 OWNER for (a) ingress and egress over and across a certain portion of Lot 1 for pedestrian and vehicular traffic to and from Lot 2, and (b) permitted encroachments of portions of the parking lots, curb structures, and if necessary, utilities of Lot 1 over and across a certain portion of Lot 1;

RECORDING FEE ⁸ 117.00
DATE 7/23/21 COPIES 6x
OK BY EX

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E. WHEREAS, LOT 2 OWNER wishes to grant and LOT 1 OWNER wishes to receive the non-exclusive easements described in Recital C above over, upon and across certain portions of Lot 2 for the benefit of Lot 1, all as more fully set forth below; and

F. WHEREAS, LOT 1 OWNER wishes to grant and LOT 2 OWNER wishes to receive the non-exclusive easements described in Recital D above over, upon and across certain portions of Lot 1 for the benefit of Lot 2, all as more fully set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties covenant and agree with each other as follows:

1. The above recitals are each incorporated herein by this specific reference as if set forth hereinbelow in full detail.

2. LOT 1 OWNER hereby declares and grants to LOT 2 OWNER a non-exclusive easement for ingress and egress for pedestrian and vehicular traffic over, upon and along: (i) the west-east boundary of Lots 1 and 2 permitting pedestrian and vehicular access to 147th Street from the north end of Lot 1, (ii) the west-east boundary of Lots 1 and 2 permitting vehicular access to U.S. Route 45 (LaGrange Road) from the east end of Lot 1, and (iii) over any other portion of Lot 1 reasonable and necessary for pedestrian or vehicular access to either 147th Street from the north end of Lot 1 and/or U.S. Route 45 (LaGrange Road) from the east end of Lot 2 (the "Easement Premises") appurtenant to and for the benefit of Lot 2 and for the benefit and common use of all owners, mortgagees, tenants, occupants and any other persons acquiring an interest in Lot 2 or any part or portion thereof and all of their guests and invitees.

3. LOT 1 OWNER hereby declares and grants to LOT 2 OWNER a non-exclusive easement for any encroachments of Lot 2's parking lots, curb structures, utilities and/or other improvements related thereto as are currently located thereon or as such are shown to be constructed on that certain plat of survey dated June 14, 2021, Job No. 2002721C, prepared by W-T LAND SURVEYING, INC. (the "Survey") attached hereto as Exhibit C and made a part hereof.

4. LOT 2 OWNER hereby declares and grants to LOT 1 OWNER a non-exclusive easement for ingress and egress for pedestrian and vehicular traffic over, upon and along the Easement Premises appurtenant to and for the benefit of Lot 1 and for the benefit and common use of all owners, mortgagees, tenants, occupants and any persons acquiring an interest in Lot 1 or any part or portion thereof and all of their guests and invitees.

5. LOT 2 OWNER hereby declares and grants to LOT 1 OWNER a non-exclusive easement for any encroachments of Lot 1's parking lots, curb structures, utilities and/or other improvements related thereto as are currently located thereon or as such are shown to be constructed on the Survey.

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6. During the period of construction, LOT 2 OWNER hereby declares and grants to LOT 1 OWNER a non-exclusive, temporary construction easement for the construction and installation of parking lots, curb structures, utilities and/or other improvements related thereto, to be located on Lot 2, as shown on the Survey.

7. The easements and rights herein granted, together with the obligations herein imposed, run with the land and shall remain in full force and effect until such time, if any, as the Easement Premises shall be dedicated and accepted by the Village of Orland Park for public use.

8. LOT 1 OWNER has agreed to be solely responsible for the construction of the parking lots, curb structures, utilities and/or other improvements related thereto, to be located on Lot 1 and Lot 2, as shown on the Survey. LOT 1 OWNER shall insure that the design, construction and installation of all impervious materials and other improvements, including, but not limited to, asphalt and similar paving materials that LOT 1 OWNER uses within the Easement Premises, complies with all applicable laws. LOT 1 OWNER agrees that all construction shall be done in a good and workmanlike, lien-free manner, and LOT 1 OWNER shall take all reasonable necessary measures to minimize any damage or material disruption to Lot 2, including without limitation, not interfering with any business operations of the tenants occupying Lot 2. During all construction, LOT 1 OWNER agrees to cooperate with any reasonable requests made by LOT 2 OWNER or its tenants, to prevent any material interfere with business operations within Lot 2. Additionally, during all construction, LOT 1 OWNER shall make adequate provision for the safety and convenience of all persons affected thereby, including without limitation, implementing all applicable erosion and sedimentation requirements so that that Lot 2 is not affected by any runoff or similar issues. LOT 1 OWNER shall obtain any and all approvals, permits, licenses, certificates or authorizations in connection with all construction as required by the proper governmental issuing authority (the "Approvals"). LOT 2 OWNER agrees to reasonably cooperate with LOT 1 OWNER (at no cost to LOT 2 OWNER) in connection with LOT 1 OWNER'S efforts to obtain the Approvals for the Easement Premises (which may include, without limitation, executing applications therefor in LOT 2 OWNER'S capacity as fee title owner of LOT 2). If any construction or construction related activities result in damage or destruction to Lot 2, or any part thereof, LOT 1 OWNER shall restore Lot 2 to substantially the same condition as existed prior to such damage or destruction. During such period of construction, LOT 1 OWNER shall cause a policy of commercial general liability insurance to be maintained in the amount of (i) at least \$2,000,000 with respect to bodily injury or death to any one person, (ii) at least \$2,000,000 with respect to bodily injury or death arising out of any one accident, and (iii) at least \$1,000,000 with respect to property damage arising out of any one occurrence. Prior to the commencement of any construction, LOT 1 OWNER shall provide LOT 2 OWNER with certificate(s) evidencing the foregoing insurance, which shall name LOT 2 OWNER as an additional insured therein. During such period of construction, LOT 1 OWNER shall indemnify, defend, and save LOT 2 OWNER and its agents, employees, members, partners and representatives, harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims, and judgments, including

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reasonable legal fees, arising from any injury or death to person or damage to LOT 2 or other property, to the extent caused or permitted by LOT 1 OWNER.

9. Upon completion of construction, each party shall cause to be performed and made all maintenance, repairs, renewals and/or replacements of the paved roads, parking lots, curb structures, utilities and other improvements related thereto (collectively, "**Easement Maintenance**") located within the Easement Premises of each party's respective Lot, at that party's sole cost and expense as to such Easement Maintenance over, on or at the Lot owned by such party, as such party responsible shall reasonably determine necessary or desirable, and which is consistent with the maintenance, repairs, renewals and replacements performed by the Village of Orland Park for public roads within the Village of Orland Park; provided, however, LOT 1 OWNER and LOT 2 OWNER each agree for themselves and their successors and assigns not to injure, overload, deface or otherwise harm the paved roads or other improvements located within the Easement Premises nor commit any nuisance nor unreasonably annoy the occupants of either Lot 1 or Lot 2. The Easement Maintenance to be performed by each party under the terms of this Agreement shall be at the cost and expense of the party owning the respective Lot on or over which such Easement Maintenance is required.

Upon completion of construction, each party shall, within thirty (30) days of receipt of a bill for any Easement Maintenance, promptly remit payment so as to not injure, overload, deface or otherwise harm the Easement Premises. If such bills for Easement Maintenance are not paid within said time period, it shall constitute a default under this Agreement. Anything to the contrary contained in this Paragraph 7 notwithstanding, if, as a consequence of construction or other activities upon either Lot 1 or Lot 2, either Orland Company Trust or LOT 2 OWNER, as the case may be, shall injure, overload, deface or otherwise harm the paved road or other improvements located within the Easement Premises, such harm shall not be deemed a default hereunder, but the party causing any such harm within thirty (30) days of the receipt of a bill therefor shall reimburse the repairing party for all reasonable costs and expenses incurred by the repairing party (but only to the extent the repairing party was not the party responsible for such harm) in curing or correcting such harm. Orland Company Trust and LOT 2 OWNER shall use all reasonable efforts to avoid and minimize such harm.

10. In the event that either party does not perform its respective Easement Maintenance in accordance with the terms of this Agreement, or otherwise causes injury, overload, defacement or other harm to the paved roads or other improvements located within the Easement Premises and/or the other party's Lot, the non-defaulting party (the "**Non-Defaulting Party**") shall notify the defaulting party (the "**Injuring Party**") in writing of such failure or other injury, with reasonable specificity. If within thirty (30) days after receipt of the Non-Defaulting Party's notice, the Injuring Party has not commenced a cure of such default, then the Non-Injuring Party may, but shall not be required to, immediately perform such Easement Maintenance or otherwise cure such other default, and within thirty (30) days of receipt of a bill for the cure of the default specified in the aforesaid notice, the

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Injuring Party shall reimburse the Non-Defaulting Party for any and all reasonable costs and expenses for the cure of such default.

11. Following the initial construction set forth above, the paved roads, parking lots, curb structures, utilities and/or other improvements within the Easement Premises may not be modified, altered or changed without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld, conditioned or delayed. To the extent consented to by the parties, the party seeking to make such modifications, alterations or changes shall be solely responsible for all costs and expenses associated therewith.

12. Except for reasonable temporary periods for construction, maintenance, repair and/or replacement, no party shall take any action to prevent or inhibit the free flow of vehicular or pedestrian traffic and access to and from the public right-of-ways abutting the Lots; provided that each party may, in their reasonable discretion, take such measures for such reasonable temporary periods of time, not to exceed twenty-four hours, once per year, solely for the purpose of preventing the public dedication of the same or the accrual of any prescriptive rights to any person therein.

13. The easements and rights herein granted, together with the obligations herein imposed, shall not be appurtenant to nor benefit any other real estate which shall come into any common ownership with any portion of Lot 1 or Lot 2. If either Lot 1 or Lot 2 shall hereafter be divided into two (2) or more parts by separate conveyance of ownership or by lease, all parts shall enjoy the benefit of the easements herein granted.

14. The benefits and burdens of this Agreement shall inure to and be binding upon LOT 1 OWNER and LOT 2 OWNER, their successors and assigns, and the owners and/or occupants from time to time of Lot 1 and Lot 2. Whenever a transfer of ownership shall occur with respect to any portion of either Lot 1 or Lot 2, the transferor shall have no liability with respect to the subsequent breach of the terms, conditions or provisions of this Agreement.

15. In the event any party hereto takes any legal action to enforce the provisions of this Agreement, the prevailing party in such legal action shall be entitled to recover all reasonable costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.

16. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

17. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remaining provisions of this Agreement (and the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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18. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at address set forth in the introductory paragraph. Each party may change their notice address by written notice to all other parties.

19. This Agreement may be executed in one or more counterpart copies, all of which together shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on all parties.

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Property of Cook County Clerk's Office

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

UNOFFICIAL COPY

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

(Signature Page to Follow)

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:

ORLAND COMPANY TRUST,
an Illinois business trust

LOT 2 OWNER:

HAMPTON MERCURY INVESTMENT
COMPANY II LIMITED PARTNERSHIP,
a Michigan limited partnership

By: [Signature]
Name: JOHN HURLEY
Its: TRUSTEE

By: _____
Name: _____
Its: _____

STATE OF Michigan)
COUNTY OF Oakland)

SS.

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John Hurley, personally known to me to be the Trustee of Orland Company Trust, an Illinois business trust, to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as Trustee of said entity, and caused the seal of said entity to be affixed hereto, pursuant to the proper authority granted by Orland Company Trust, as his/her free and voluntary act, and as the free and voluntary act and deed of Orland Company Trust, for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 14th day of May, 2021

Laurie E. Cirino
NOTARY PUBLIC

(seal)

My Commission Expires: 5-17-2021

LAURIE E. CIRINO
Notary Public, State of Michigan
County Of Wayne
My Commission Expires 05-17-2021
Acting in the County of Oakland

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LOT 1 OWNER:

ORLAND COMPANY TRUST,
an Illinois business trust

By: [Signature]
Name: John Hurley
Its: Trustee

LOT 2 OWNER:

HAMPTON MERCURY INVESTMENT
COMPANY II LIMITED PARTNERSHIP,
a Michigan limited partnership

By: [Signature]
Name: Brian Whisenand, CSM
Its: Director, Property Management

STATE OF Michigan)
COUNTY OF Oakland) SS.

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John Hurley, personally known to me to be the Trustee or Orland Company Trust, an Illinois business trust, to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as Trustee of said entity, and caused the seal of said entity to be affixed hereto, pursuant to the proper authority granted by Orland Company Trust, as his/her free and voluntary act, and as the free and voluntary act and deed of Orland Company Trust, for the uses and purposes herein set forth.

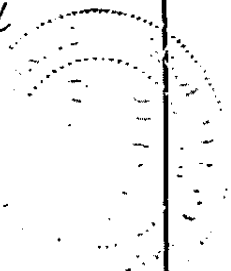
GIVEN under my hand and notarial seal this 4th day of May, 2021

[Signature]
NOTARY PUBLIC

(seal)

My Commission Expires: 5-17-2021

LAURIE E. CIRINO
Notary Public, State of Michigan
County Of Wayne
My Commission Expires 05-17-2021
Acting in the County of Oakland



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STATE OF Michigan)
)
COUNTY OF OAKLAND)

SS.

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Brian Whisenant, personally known to me to be the Authorized Agent of HAMPTON MERCURY INVESTMENT COMPANY II LIMITED PARTNERSHIP, a Michigan limited partnership, to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as Authorized Agent of said entity, and caused the seal of said entity to be affixed hereto, pursuant to the proper authority granted by HAMPTON MERCURY INVESTMENT COMPANY II LIMITED PARTNERSHIP, as his/her free and voluntary act, and as the free and voluntary act and deed of HAMPTON MERCURY INVESTMENT COMPANY II LIMITED PARTNERSHIP, for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 4 day of MAY, 2021

Kathy M. Katz
NOTARY PUBLIC

(seal).

My Commission Expires: 9/23/2022



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EXHIBIT A
Legal Description of Lot 1

LOT 1 OF THE CHICAGOLAND SUBDIVISION BEING A SUBDIVISION OF THE NORTH 1/4 OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 378 FEET THEREOF AND EXCEPT THAT PART DEDICATED FOR HIGHWAY) IN COOK COUNTY, ILLINOIS.

Address: 14700 South La Grange Road, Orland Park, IL 60462
PIN: 27-09-401-022-0000

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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EXHIBIT B

Legal Description of Lot 2

LOT 1 IN BURQUIST SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 213.00 FEET OF THE SOUTH 378.00 FEET OF THE NORTH 1/4TH OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART IN LAGRANGE ROAD AND EXCEPTING THE WEST 33.00 FEET), ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 26, 1997 AS DOCUMENT 97132795, IN COOK COUNTY ILLINOIS.

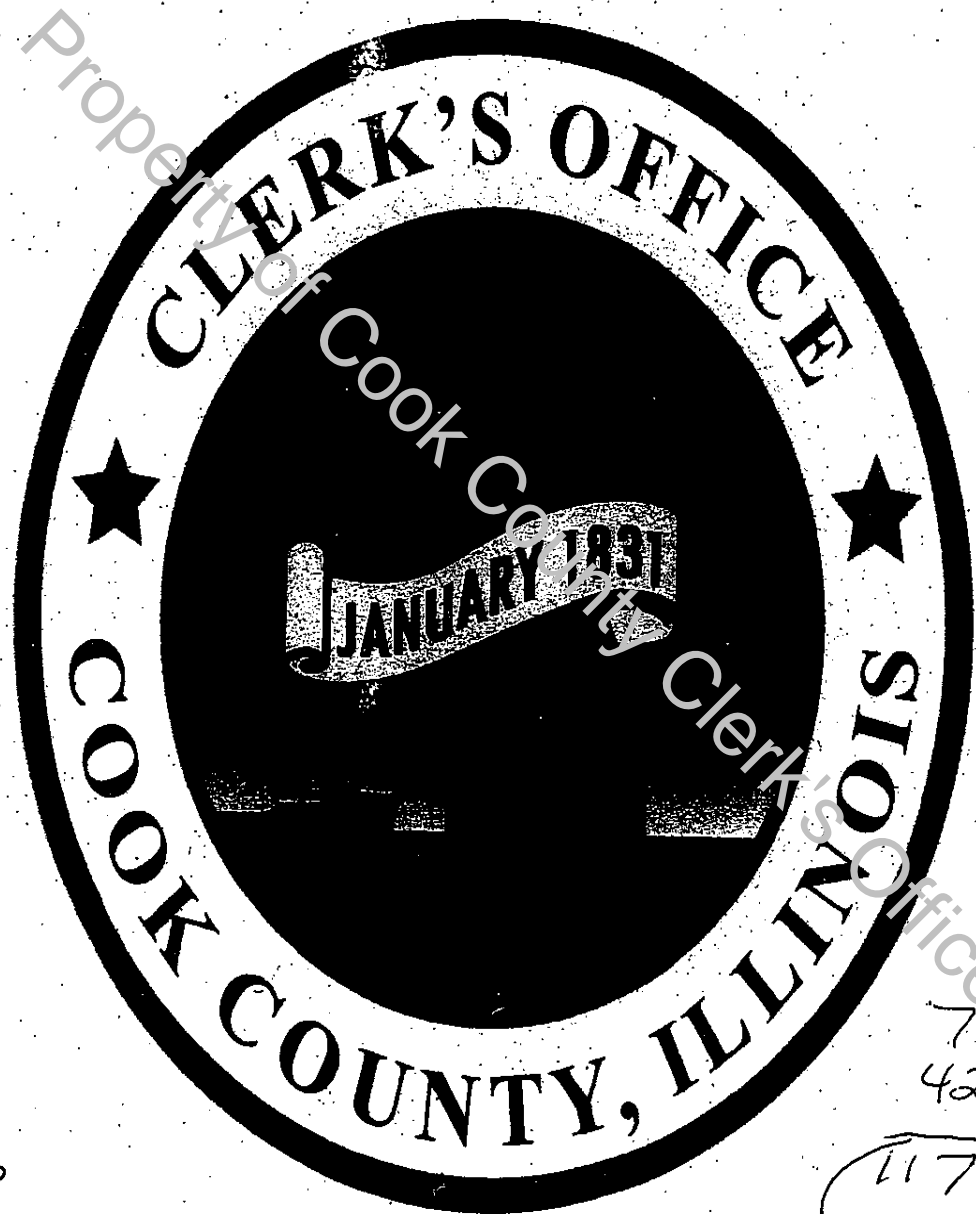
Address: 14706 South La Grange Road, Orland Park, IL 60462
PIN: 27-09-401-042-0000

Property of Cook County Clerk's Office

COOK COUNTY CLERK
UNOFFICIAL COPY

EXHIBIT

ATTACHED TO DOCUMENT



12 pages
 1 exhibit

 13 total

75.00 fee
 42.00 - penalty

117.00
 Total

EK

IMAGES STORED IN PLAT INDEX DATABASE