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Douglas E. Wambach
Burke, Warren, MacKay & Serritella P.C.
330 N. Wabash Avenue, 21st Floor
Chicago, Illinois 60611



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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/24/2022 01:47 PM PG: 1 OF 11

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DECLARATION OF EASEMENT AGREEMENT

THIS DECLARATION OF EASEMENT AGREEMENT (this "Declaration") is made and entered into as of this 14th day of January, 2022, by NEW CENTURY AUTO SALES, INC., d/b/a RIGHTWAY AUTOMOTIVE CREDIT, a Michigan corporation, (the "Declarant").

RECITALS:

A. Declarant is the owner of (i) that certain real property situated in the Village of Midlothian, County of Cook, State of Illinois, which is more particularly described on Exhibit A, (the "South Parcel"), and (ii) that certain real property situated in the Village of Midlothian, County of Cook, State of Illinois, and which is more particularly described on Exhibit B (the "North Parcel"), which are depicted on the drawing attached hereto as Exhibit C (the "Drawing").

B. Declarant has constructed a driveway as shown on the Drawing to allow ingress and egress to and from Pulaski Road from both Parcels (the "Driveway"), and Declarant has determined that, to the extent set forth in this Declaration, each of the North Parcel and South Parcel shall have access, ingress and egress from each Parcel to Pulaski Road over and across the Driveway.

C. The North Parcel and the South Parcel currently share the use of a storm water sewer (the "Storm Sewer"), and Declarant has determined that, to the extent set forth in this Declaration, each of the North Parcel and the South Parcel shall have the use of the Storm Sewer to facilitate drainage of storm water from the respective Parcels.

D. The North Parcel and the South Parcel currently share the use of a sanitary sewer (the "Sanitary Sewer"), and Declarant has determined that, to the extent set forth in this Declaration, each of the North Parcel and the South Parcel shall have the use of the Sanitary Sewer to facilitate removal of sanitary sewage from the respective Parcels.

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E. The North Parcel and the South Parcel currently share the use of a municipal water line (the "Water Line"), and Declarant has determined that, to the extent set forth in this Declaration, each of the North Parcel and the South Parcel shall have the use of the Water Line to facilitate the delivery of water to the respective Parcels.

F. Declarant is the owner of a pylon sign (the "Sign") located on the South Parcel used in the conduct of Declarant's business on the North Parcel and Declarant has determined that the North Parcel shall retain the sole and exclusive right to the use of the Sign on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Declarant does hereby declare that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, and conditions hereinafter set forth in this Declaration, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Declaration and, in connection therewith, Declarant covenants and agrees as follows:

1. Definitions. For purposes hereof, in addition to the terms defined elsewhere in this Declaration, the following terms shall be defined as follows:

The term "Owner" or "Owners" shall mean the Declarant and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the Parcels, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Declaration as described on Exhibit A and Exhibit B attached hereto, that is, the North Parcel and the South Parcel and any future subdivisions thereof.

The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

2. Easements.

(a) Subject to the express conditions, limitations or reservations contained herein, Declarant hereby declares that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by a perpetual, non-exclusive and irrevocable easement over and across that certain real property situated in the Village of Midlothian, County of Cook, State of Illinois, which real property is more particularly described on Exhibit D and depicted on the Drawing attached hereto as Exhibit C, for the purpose of providing vehicular ingress and egress to and from the Parcels and the adjacent public right-of-way known as Pulaski Road (the "Driveway Easement").

(b) No Owner or Permittee shall have any easement or other right to use the portions of the Driveway Easement that is located on another Owner's Parcel for any purpose other than vehicle ingress and egress to, from and between the Parcels and Pulaski Road over and across the Driveway.

(c) Subject to any express conditions, limitations or reservations contained herein, Declarant hereby declares that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by a perpetual, non-exclusive and irrevocable easement for use of the Storm

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Sewer as depicted on the Drawing attached hereto as Exhibit C, for the purpose of providing storm water drainage from the Parcels to the point of outflow from the Storm Sewer (the "Storm Sewer Easement").

(d) Subject to any express conditions, limitations or reservations contained herein, Declarant hereby declares that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by a perpetual, non-exclusive and irrevocable easement for use of the Sanitary Sewer as depicted on the Drawing attached hereto as Exhibit C, for the purpose of providing sanitary sewer service from the Parcels to the point of outflow from the Sanitary Sewer (the "Sanitary Sewer Easement").

(e) Subject to any express conditions, limitations or reservations contained herein, Declarant hereby declares that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by a perpetual, non-exclusive and irrevocable easement for use of the Water Line as depicted on the Drawing attached hereto as Exhibit C, for the purpose of providing water service to the through the Water Line (the "Water Easement").

(f) Declarant hereby declares that the portion of the South Parcel shown on Drawing where the Sign is located (the "Sign Parcel"), and the Owner of the South Parcel, shall be burdened by a perpetual and non-exclusive easement over and across the Sign Parcel, for the limited purpose of the construction, installation, replacement, operation, maintenance and repair of the Sign and the installation, replacement, operation, maintenance and repair of sign panels identifying the name and/or logos of then Permittees on the North Parcel as provided herein. No signs, structures, landscaping or improvements shall be placed or maintained on the South Parcel that shall materially obstruct or impair the visibility of the Sign from Pulaski Avenue.

(g) Declarant hereby declares that the portion of the South Parcel shown on Drawing (the "Parking Area"), and the Owner of the South Parcel, shall be burdened by a perpetual and non-exclusive easement over and across the Parking Area, for the limited purpose of parking of motor vehicles by the then Owner and Permittees of the North Parcel.

(h) Notwithstanding the above, the easements herein granted are subject to the unrestricted right of each Owner, with respect to the portions of any easement located on its respective Parcel, to:

(i) Make improvements and repairs to its Parcel and to do all acts in connection therewith, subject to the requirements and limitations of applicable law, and ordinances;

(ii) Remove from its Parcel any persons or tangible property (including vehicles) that use the Driveway Easement for parking purposes or for any other uses or purposes in violation of this Declaration;

(iii) Temporarily close any part of the Driveway for the purpose of making repairs and/or changes to the Driveway or preventing the acquisition of public rights in and to such areas on the condition that such Owner shall at all times provide an alternative and equivalent means of ingress and egress to and from the Pulaski Avenue; and

(iv) Relocate the Storm Sewer, Storm Sewer Easement, Sanitary Sewer, Sanitary Sewer Easement, Water Line and Water Easement from time to time in order to facilitate the

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improvement of its respective Parcel; provided in all such cases, the Owner proposing such relocation shall provide to the other Owner at least thirty (30) days' notice prior to commencing any work to relocate any of such utility lines, along with plans prepared by a licensed Illinois civil engineer showing the relocation thereof.

3. Operation and Maintenance.

(a) Each Owner shall, at such Owner's (or its Permittee's) sole cost and expense, in a manner consistent with similar projects in the greater Chicago, Illinois metropolitan area, cause (a) the Driveway on its Parcel to be kept free of obstruction, clean, swept and in good repair and renew any portions thereof as necessary; (b) all accumulated snow and ice to be removed from the Driveway on its Parcel; (c) the Driveway located on its Parcel to be lighted during hours of darkness when the business operations located upon its Parcel are open for business with no less than customary security lighting in all other hours of darkness; (d) all curbs, lanes and related improvements with respect to the Driveway on its Parcel to be maintained in good order, condition and repair; and (e) keep and maintain the Storm Sewer, Sanitary Sewer, Water Line and Parking Area on its Parcel in good condition and repair.

(b) The Owner of the North Parcel shall cause the Sign and Sign Parcel to be maintained in good order, condition and repair and shall pay all costs of utilities serving the Sign.

4. Insurance. Commencing with the date of this Declaration and thereafter during the term hereof, each Owner shall maintain (or cause to be maintained), general commercial liability insurance (as a separate policy or as a part of a blanket policy covering other insureds and other locations) against claims for personal injury or death and property damage occasioned by accident occurring upon, in or about the Parcel owned by such Owner, such insurance (i) in each case to afford protection to the limit of not less than One Million and No/100 Dollars (\$1,000,000.00) in respect of injury or death to any one person and to the limit of not less than Two Million and No/100 Dollars (\$2,000,000.00) in respect of injury or death to any number of persons arising out of any one accident and such insurance against property damage to afford protection to the limit of not less than Two Million and No/100 Dollars (\$2,000,000.00) in respect of any instance of property damage, and (ii) to name the other Owner as an additional insured. The minimum coverage limits set forth above shall be subject to upward adjustment from time to time at the request of any Owner (but not more frequently than once every five (5) years), such adjustment to reflect the percentage increase in the CPI-U (or other commonly accepted measure of cost of living) since the last date of adjustment, or as otherwise agreed in writing by the Owners.

5. Notices. Each notice, approval, consent or demand (herein collectively "Notice") which any Owner desires or is required to serve upon any other Owner pursuant to this Declaration must be in writing and shall be delivered or mailed as provided herein to the following addresses:

If to Declarant, at:

New Century Auto Sales, Inc.
999 W. Washington Avenue
Saginaw, Michigan 48601
Attn: Patrick Hengesbach

If to Owner of the South Parcel:

[TBD]

Or to such other address as either party may designate by written notice to the other given in the manner proscribed in this Section 5.

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All Notices hereunder shall be in writing and given by (a) established express delivery service which maintains delivery records, (b) hand delivery, or (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt or upon attempted delivery if delivery is refused or impossible because of failure to provide a reasonable means for accomplishing delivery.

6. General Provisions

(a) Covenants Run With the Land. The easements, rights, privileges, benefits, covenants, conditions, obligations and restrictions contained herein shall be deemed to be covenants running with the land. If any Parcel is hereinafter divided into two or more lot(s), all of the Owners of said Parcel shall be entitled to the benefits of the easements, rights and privileges granted hereunder and all of the Owners of such Parcels shall be burdened by the easements, covenants, conditions and restrictions established hereunder; provided, however, that upon the transfer of ownership of a Parcel, the liability of the transferor for the subsequent breach of any covenant or obligation occurring thereafter shall automatically terminate.

(b) Duration. Except as otherwise provided herein, each easement, covenant, restriction and undertaking of this Declaration shall be perpetual. In the event that any governmental agency closes or modifies any current access to a public street, the Owner of the Parcel upon which an access has been closed or modified shall have no obligation to obtain or provide a new point of access to the public street.

(c) Injunctive Relief. In the event of any violation or threatened violation by any Owner or occupant of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, or available at law or in equity, any other Owner or occupant shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

(d) Modification Provisions. This Declaration may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of all Owners of all of the Parcels, as evidenced by a written instrument that is duly recorded in the office of the County Clerk of Cook County, Illinois.

(e) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of a Parcel to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

(f) Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies that such Owner may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value but such covenants or restrictions shall be binding upon and effective against such Owner of the Parcel or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

(g) Validity and Severance. If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

(h) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

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(i) Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made between residents of and to be performed wholly within such State.

(j) Counterparts. It is specifically agreed that this Declaration may be executed in one or more counterparts, all of which shall be taken together to constitute one and the same instrument and shall be binding upon each party who may sign a counterpart of this instrument.

(k) Entire Agreement. This Declaration constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed.

(l) Litigation. If any party brings an action or proceeding (including any cross-complaint, counterclaim, or third-party claim) against the other party by reason of a default by the other party or otherwise arising out of this Declaration, the non-prevailing party shall pay to the prevailing party in such action or proceeding all of the prevailing party's costs and expenses of suit, including reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Declaration includes a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

(m) Estoppel Certificate. Each Owner shall, within twenty (20) days after written request from any other Owner, which request shall quote this Section, execute and deliver to the requesting Owner a written statement certifying, to its actual knowledge, whether or not this Declaration is modified and whether or not this Declaration is in full force and effect (or, if there have been modifications, stating those modifications), and whether or not any Owner has failed to perform an obligation under this Declaration, and if so, the nature of the failure. No Owner shall be obligated to respond to a request to execute a statement which attempts to modify any of the terms or conditions of this Declaration. A statement executed by any Owner may be relied upon by an Owner or any transferee, mortgagee, or encumbrancer, without knowledge to the contrary, to which such statement is addressed so as to stop the party executing the statement from asserting the contrary, but the Owner executing the statement shall not be liable for any erroneous information contained therein. Such certificate may provide that in the event of a conflict between the provisions of this Declaration and the provision of the certificate, the provisions of this Declaration shall control. The delivery of any such statement may be conditioned upon the execution of the statement by the requesting party to evidence its concurrence with the facts set forth in the statement.

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IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

New Century Auto Sales, Inc.,
a Michigan corporation

By: _____

Patrick Hengesbach
Secretary/Treasurer

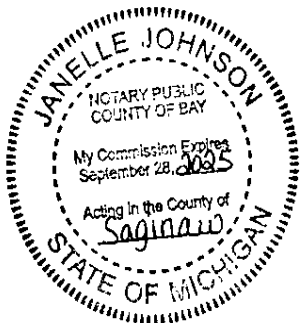
STATE OF Michigan)
) SS
COUNTY OF Saginaw)

Before me, Janelle Johnson, a Notary Public, on this day personally appeared Patrick Hengesbach, as Secretary/Treasurer of New Century Auto Sales, Inc., a Michigan corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and notarial seal this 11th day of January, 2022.

My commission expires: 9/28/2025

Janelle Johnson
Notary Public



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EXHIBIT A

to

Declaration of Easement Agreement

SOUTH PARCEL

LOTS 11 TO 14, BOTH INCLUSIVE, (EXCEPT THE WEST 17 FEET THEREOF CONDEMNED FOR STREET PURPOSES IN CASE NO. 77L10234) IN BLOCK 7 IN A. T. MCINTOSH'S MIDLOTHIAN MANOR, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 28-11-108-007-0000, 28-11-108-008-0000; 28-11-108-009-0000, 28-11-108-010-0000

Address: 14425-14455 S. Pulaski Rd., Midlothian, Illinois 60445

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EXHIBIT B

to

Declaration of Easement Agreement

NORTH PARCEL

LOTS 15 TO 18, BOTH INCLUSIVE, (EXCEPT THE WEST 17 FEET THEREOF CONDEMNED FOR STREET PURPOSES IN CASE NO. 77L10234) IN BLOCK 7 IN A. T. MCINTOSH'S MIDLOTHIAN MANOR, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 28-11-108-003-0000, 28-11-108-004-0000; 28-11-105-009-0000, 28-11-108-006-0000

Address: 14409-12 S. Pulaski Rd., Midlothian, Illinois 60445

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EXHIBIT D

to

Declaration of Easement Agreement

Legal Description of Real Property Comprising the Driveway Easement

The West 181 feet of the North 15 feet of the following described real estate: Lot 14 (EXCEPT THE WEST 17 FEET THEREOF CONDEMNED FOR STREET PURPOSES IN CASE NO. 77L10234) IN BLOCK 7 IN A. T. MCINTOSH'S MIDLOTHIAN MANOR, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN Number: 28-11-108-007-0000

Address: 14425 S. Pulaski Rd., Midlothian, IL 60445

and,

The West 181 feet of the South 15 feet of the following described real estate: Lot 15 (EXCEPT THE WEST 17 FEET THEREOF CONDEMNED FOR STREET PURPOSES IN CASE NO. 77L10234) IN BLOCK 7 IN A. T. MCINTOSH'S MIDLOTHIAN MANOR, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN Number: 28-11-108-006-0000

Address: 14421 S. Pulaski Rd., Midlothian, IL 60445