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This Document prepared by and  
when recorded return to:

Eugene S. Kraus, Esq.  
Scott & Kraus, LLC  
150 S Wacker Drive, Ste 2900  
Chicago, IL 60660



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Doc# 2304057030 Fee \$88.00

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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/09/2023 02:25 PM PG: 1 OF 15

## DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (this "Declaration") is made as of 2023, by and between 7141 79<sup>TH</sup> INC., an Illinois corporation ("Declarant") and BHARUCH LLC, an Illinois limited liability company ("Parcel B Owner").

### RECITALS:

A. Declarant owns that certain real property commonly known as sub-lots 16 through 20, inclusive, in Stannard's Subdivision legally described on Exhibit A attached to this Declaration ("Parcel A"). Declarant, in its capacity as the owner of Parcel A together with persons that in the future hold an ownership interest, real or beneficial, in Parcel A, and their respective successors, successors in interest, and assigns, are referred to herein as the "Declarant Owners."

B. Parcel B Owner, owns that certain real property commonly known as sublots 11 through 15, inclusive, in Stannard's Subdivision legally described on Exhibit B

attached to this Declaration ("Parcel B", together with Parcel A are sometimes collectively referred to herein as the "Parcels" and each individually as a "Parcel"). Parcel B Owner, in its capacity as the owner of Parcel B together with persons that in the future hold an ownership interest, real or beneficial, in Parcel B, and their respective successors, successors in interest, and assigns, are referred to herein as the "Parcel B Owners." The Declarant Owners and the Parcel B Owners are sometimes collectively referred to herein as the "Owners" and each individually as an "Owner."

c. Parcel A and Parcel B were owned and developed by one and the same party as a single, undivided parcel of real property (the "Unified Parcel") from which access to those certain public thoroughfares of Roosevelt Road and 2<sup>nd</sup> Avenue was available from any part of the Unified Parcel.

D. In consequence of one or more conveyances, Parcel A and Parcel B are owned by separate parties.

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E. Reasonable vehicular and pedestrian access from Parcel B to Roosevelt Road is only possible through and across a driveway located on the portion of Parcel A legally described on Exhibit C to this Declaration (the "Easement Parcel"), which driveway has been continuously and publicly used by the owner of Parcel B for access to Roosevelt Road.

F. The Parties now wish to memorialize an easement across the Easement Parcel for purposes of providing access from Parcel B to/from Roosevelt Road and to memorialize certain agreements between the Owners regarding maintenance costs and real property taxes.

THEREFORE, Declarant and Parcel B Owner agree that the Parcels shall be subject to the burdens and benefits of this Declaration, as set forth below, which benefits and burdens shall run with the land until this Declaration is terminated.

## Article 1 Recitals Incorporated by Reference

The provisions of the Recitals above are, by this reference, incorporated in the body of this Declaration as if they had been set forth in the text below.

## Article 2 Declaration and Grant of Easements

Declarant declares that the Easement Parcel is and shall be transferred, held, sold, conveyed and accepted and occupied subject to this Declaration. Declarant further declares that the following covenants, restrictions, easements, conditions, burdens, uses, privileges, charges and liens: (a) exist at all times hereafter between or among all parties having or acquiring a right, title or interest in all or a portion of the Easement Parcel; (b) bind the owner of the Easement Parcel; and (c) run with the land subjected to this Declaration, to be held, sold and conveyed subject to it.

**2.1 Access and Parking Easement.** Subject to the terms of this Declaration and to all matters and conditions of record, Declarant hereby declares, grants, gives and conveys to the Parcel B Owners, a non-exclusive and perpetual easement appurtenant on, over, along, under, through, upon and onto the Easement Parcel, for ingress and egress to and from Parcel B to/from public streets and roads, by vehicle or on foot, for personnel, equipment, construction materials, vehicles and equipment, which easement shall run with the land and benefit and pass with title to the Parcel B Owners. The easement declared and granted by Declarant pursuant to this Section 2.1 (the "Easement"): (a) binds and burdens only the Easement Parcel, which is deemed to be the servient tenement; and (b) benefits and binds Parcel B, which is deemed to be the dominant tenement.

**2.2 General Provisions Regarding Easements.** The rights and benefits declared and granted under this Declaration extend to and may be enjoyed by each

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Owner and other persons entitled to use and occupy a Parcel ("Occupant") and by Occupants and their respective owners, board members, managers, officers, employees, agents, contractors, customers, visitors, invitees and licensees (collectively, "Permittees").

**2.3 Resubdivision or Partition of the Easement Parcel.** If all or part of the Easement Parcel is resubdivided or otherwise partitioned, all parts are bound and burdened by this Declaration.

## Article 3    Reservation of Rights to the Parcel A Owner

Declarant declares and reserves to the Declarant Owners the following rights with respect to the Easement Parcel, as long as the exercise of those rights by the Declarant Owners does not unreasonably restrict or limit the free and uninterrupted access by the Parcel B Owners across and over the Easement Parcel for the purposes set forth in Section 2.1 •

- (a) the non-exclusive right to use the surface area of the Easement Parcel and the sub-surface areas of the Easement Parcel for access to Roosevelt Road;
- (b) to construct, maintain, alter, repair or restore, as necessary, improvements in the Easement Parcel;
- (c) to grant additional access, utility or other easements over, upon and under, and to grant others the right to use the Easement Parcel; and
- (d) to temporarily interrupt the use of or close portions of the Easement Parcel to perform, complete or effectuate any of the matters set forth in this Article 3; provided, however, the Declarant Owners must use their best efforts to perform, complete or effectuate those matters so as to minimize the interruption or restriction of the Parcel B Owners' use of the Easement Parcel.

Notwithstanding the foregoing rights enjoyed by the Declarant Owners, without the prior written consent of the Parcel B Owners, not to be unreasonably withheld, the Declarant Owners shall not: (a) construct or place, or allow to be constructed or placed, new temporary or permanent structures or buildings on, in or under the Easement Parcel; or (b) make, or allow to be made, changes to the topography, grading, asphalt pavement, concrete curbs, or roadway lighting on the Easement Parcel.

## Article 4    Obligations of the Owners

Declarant and Parcel B Owner agree that the Owners shall have the following obligations for their mutual benefit:

**4.1 Maintenance and Repairs: Cost Sharing.** The Parcel B Owners shall perform all repairs and regular, periodic and seasonal maintenance, repairs and replacements to the

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paving, curbs and roadway lighting located on the Easement Parcel (collectively, "Maintenance"). Costs for Maintenance shall be borne by Parcel B Owner.

4.2 Taxes. Payment of all real property taxes assessed against the Easement Parcel shall be the responsibility of the Declarant Owners. Upon delivery to Parcel B Owner Owners of a copy of a paid real property tax bill for the Easement Parcel, Parcel B Owner Owners shall remit to Declarant Owners one-half (1/2) of the amount assessed against the Easement Parcel for real property taxes for such period; provided, however, that Parcel B Owner Owners shall not be liable to Declarant Owners for contribution or payment of any fees, penalties or interest imposed by such taxing authority for late payment of taxes. If the Easement Parcel is not taxed separately, the parties shall negotiate in good faith to assign an agreed portion of the real estate tax bill for Parcel A to the Easement Parcel.

4.3 Insurance. Each Owner must continuously maintain without reduction public liability insurance over the Easement Parcel for injury to or death of any person and for damage to property in any one occurrence. Such insurance shall be issued by companies according to limits and including terms and conditions mutually agreeable to both Owners.

## Article 5 Indemnifications

Each Owner (the "Indemnifying Owner") indemnifies, defends and holds harmless the other Owner (the "Indemnified Owner") and the Indemnified Owner Group (as defined below) from and against Claims to the extent the Claims are directly or indirectly due to the breach of this Declaration by the Indemnifying Owner or the Indemnifying Owner Group or the negligent or wrongful act or omission on the part of the Indemnifying Owner or the Indemnifying Owner Group in connection with the Easement Parcel in all cases except to the extent due to the breach of this Declaration by the Indemnified Owner or the negligent or wrongful act or omission on the part of the Indemnified Owner or the Indemnified Owner Group. For purposes of this Declaration, "Owner Group" when used in reference to the "Indemnified Owner Group" or the "Indemnifying Owner Group," means the mortgagee(s), beneficiaries, members, managers, officers, directors, shareholders, partners, employees, agents, of the Owner or any constituent entity of the Owner, and their respective contractors, affiliates, heirs, administrators, trustees, executors, legal representatives, successors, assigns and Occupants and their respective Permittees, of the Owner in the case of the Indemnified Owner Group, and of the Indemnifying Owner, in the case of the Indemnifying Owner Group. For purposes of this Declaration, a "Claim" means any liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation expenses) and/or loss, injury or damage. Notwithstanding the foregoing, the Indemnifying Owner is not liable to the Indemnified Owner or the Indemnified Owner Group under this Article 5 for Claims arising out of an event occurring: (a) after the Indemnifying Owner ceases to hold an ownership interest in its Parcel; (b) before the Indemnifying Owner acquires an ownership interest in its Parcel (except to the

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extent the event in question gives rise to a condition that continues after the Indemnifying Owner acquires an interest in its Parcel, and the continuation of which gives rise to a separate and independent Claim); or (c) after the Easement terminates.

## Article 6 Breach of Declaration

Any breach or failure of an Owner (the "Defaulting Owner") to fulfill its duties and obligations under this Declaration that continues for thirty (30) days after written notice to the Defaulting Owner by the non-defaulting Owner (the "Non-Defaulting Owner"), setting forth in reasonable detail the nature of the default (except that in an emergency written notice is not required, but the Non-Defaulting Owner must use reasonable efforts to telephonically notify the Defaulting Owner) constitutes a "Default" under this Declaration. Upon the occurrence of a Default, the Non-Defaulting Owner, in addition to the rights and remedies available to it in law or at equity, may, but is not obligated to, cure the Default including, without limitation, entering onto the Easement Parcel to do so. Costs and expenses incurred by the Non-Defaulting Owner in curing the Default, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses, are due and payable, together with interest at the Default Rate within ten (10) days after demand by the Non-Defaulting Owner. As used in this Declaration, "Default Rate" means the prime interest rate contained in the Wall Street Journal, or its successor or equivalent publication, plus one and one-half percent (1.50%) per annum. Furthermore, if the Default consists of the non-payment of money, the Non-Defaulting Owner may: (i) institute suit against the Defaulting Owner to enforce collection of the amounts owed, together with interest at the Default Rate; or (ii) record against the title to the Defaulting Owner's Parcel a lien that may be foreclosed in proceedings in the nature of a mortgage foreclosure, with all of the rights and remedies afforded by the laws of the State of Illinois to secured creditors in equivalent proceedings; provided, however, that the lien is subordinate and subject to any first mortgage on the Parcel being lien.

## Article 7 Miscellaneous

7.1 Additional Documents. The Owners must promptly execute and deliver modifications, amendments or supplements to this Declaration reasonably requested by a lender providing financing that is secured by a Parcel and is used for the acquisition, construction, maintenance, alteration, restoration or repair of improvements on that Parcel, but only to the extent the requested modification, amendment or supplement does not materially and adversely affect the duties, obligations, rights and privileges imposed upon or inuring to the benefit of the Owner being asked to execute the modification, amendment or supplement.

7.2 Notices. Notices, waivers, consents or other communications required or permitted to be given under this Declaration shall be given in writing, and are deemed delivered if by any of the following means: (a) certified mail, return receipt requested, postage prepaid, (b) a commercial overnight delivery service such as FedEx or UPS,

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prepaid, or (c) facsimile or other telecopy transmission (followed by a hard copy sent as provided in clauses (a) and (b) above), addressed as follows:

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

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## In the case of the Declarant

### Owners:

7141 79th Inc.  
7141 W 79<sup>th</sup> St  
Burbank, IL 60459  
Attn: Vincenzo Didiana

### With a copy to:

John R. Carrozza,  
Esq.  
2715 Thatcher Ave  
River Grove, IL 60171

## In the case of the Parcel B Owner Owners:

Bharuch LLC  
9739 W Irving Park Rd  
Schiller Park, IL 60176  
Attn: Irfan Bhagat and Mohammed Ahmed

### With a copy to:

Adnan Shams Esq.  
401 N. Michigan Ave. Ste 1200  
Chicago, IL 60611

An Owner and/or its counsel may change the foregoing addresses by written notice to the other Owner, given by one of the methods previously described in this Section. Notices are deemed received by the addressee: (a) if by certified mail, on the third business day after posting in the United States mail; (b) if by commercial overnight delivery service, upon receipt or refusal, if receipt occurs before 5:00 P.M. on a business day, otherwise on the next business day; and (c) if by facsimile, upon receipt of transmission, if receipt occurs before 5:00 P.M. on a business day, otherwise on the next business day. Counsel for an Owner may give notice to, and receive notice from, the other Owner with the same effect as if given or received by the Owner that is the counsel's client.

**7.3 Transfer by Owner.** Upon the transfer or conveyance of all of its interest in a Parcel the transferring Owner is released from liability under this Declaration arising out of events occurring after the transfer or conveyance, and the transferee is bound by and deemed to assume the obligations of the transferring Owner arising out of events occurring after the date of the transfer or conveyance.

**7.4 Easement Not a Dedication.** The Easements are in no event deemed to be or construed as a dedication to the Village of Maywood or any other political subdivision or governmental authority.

**7.5 Obligations under Declaration.** No declaration or grant of easement pursuant to this Declaration imposes a greater obligation upon either Owner, unless expressly provided for in this Declaration.

**7.6 Easement for Exclusive Benefit of the Parcel B Owner Owners.** Except as otherwise expressly provided herein, the Easement is for the exclusive benefit of the Parcel B Owner Owners and the Occupants of Parcel B, and not for the benefit of any other person, nor shall this Declaration be deemed to have conferred rights, express or implied, upon any third party.



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**7.7 Governing Law: Severability.** This Declaration has been negotiated, executed and delivered in the State of Illinois and is governed by the internal laws of the State of Illinois without reference to internal laws of the State of Illinois without regard to the laws regarding conflicts of laws. If all or part of any provision of this Declaration is determined to be invalid or unenforceable, the provision shall be limited to the extent necessary to render it valid and enforceable, or shall be excised from this Declaration, as circumstances require, and this Declaration shall be construed as if the provision in question had been originally incorporated in this Declaration as so limited, or as if the provision had never included in this Declaration, as the case may be. The invalidity of any provision of this Declaration does not impair or affect the validity, enforceability or effect of the rest of this Declaration.

**7.8 Costs of Enforcement.** If legal action, arbitration or another similar proceeding is initiated to enforce or interpret any provision of this Declaration, the prevailing party is entitled to an award of its reasonable attorney's fees, court costs and litigation expenses. The "prevailing party" is the party that receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise.

**7.9 Amendments • Termination.** This Declaration may be amended or terminated only by a written agreement executed and delivered by the Owners and is not effective until recorded with the Recorder of Deeds of Cook County, Illinois. Except as otherwise stated in this Declaration, no consent, approval or waiver is binding on a party unless made in a writing signed by the party.

**7.10 Multiple Persons in Ownership of a Parcel.** The word "Owner" means every person that holds an ownership interest in a Parcel, and, to the extent liability is imposed on an Owner, every person that is an Owner is jointly and severally liable.

**7.11 Force Majeure.** If a party fails to perform any obligation imposed on it by this Declaration as a result, in whole or in part, of strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by the other party, or by that party's representatives, or any other cause beyond the reasonable control of that party, then that party is not in Default under this Declaration and the time for performance by that party provided for in this Declaration is extended by the period of delay resulting from the causes itemized above; provided, however, that the foregoing shall not apply to the payment by a party of money due.

**7.12 Captions and Exhibits.** The captions of this Declaration are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Declaration and may not be used to interpret it. Exhibits attached to and specifically mentioned in this Declaration are incorporated into it by reference.



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**7.13 Rules of Construction.** Whenever a party's consent or approval is to be given or denied, unless otherwise stated, it shall be given in advance in writing and may not be unreasonably delayed, conditioned or withheld. Articles, sections and their headings are for convenience only and do not limit, expand or construe the contents of the Articles or Sections. References to Articles, Sections, Schedules, Exhibits and Annexes are to articles, sections, schedules, exhibits and annexes included in or attached to this Declaration unless otherwise specified. Schedules, Exhibits and Annexes attached to this Declaration are incorporated in this Declaration by reference. Unless accompanied or modified by words of limitation, the term "including" is not limiting, and means "including, without limitation". The term "and/or" shall be construed to mean "either 'x' or 'y,' or both." The term "person" means any natural person or any legal entity. Whenever an obligation is imposed on a party to take an action under this Declaration, and a time frame for the performance of the action is not specified, it is understood that the party shall take the action promptly.

**7.14 No Merger.** Absent express written intent by the affected party to effect a merger, there shall be no merger of the easements with the fee simple estate in either of Parcel A or Parcel B by reason of the fact that any one or all of such estates may be held, directly or indirectly, by or for the account of any person or entity, which shall have an interest in the easements herein granted.


[Signature pages follow]

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IN WITNESS WHEREOF, Declarant and Parcel B Owner have caused their respective duly authorized officers to execute this Declaration on their behalf as of the day and year first written above.

## DECLARANT:

7141 79<sup>TH</sup> INC., an Illinois corporation

By:   
Domenico D. Di Anna

Name: Its: President

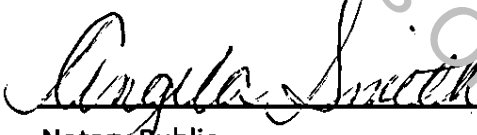
STATE OF ILLINOIS

1 SS.

COUNTY OF \_\_\_\_\_

I, Angela Smith a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that known to \_\_\_\_\_ me to be thereof 7141 \_\_\_\_\_ 79<sup>th</sup> Inc., an Illinois corporation, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said officer on behalf of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2/8 day of 2023.

  
 Notary Public

Commission expires 5/31 2023



[Signatures continue below]



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(Signature page of Declaration of Easement)

## PARCEL B OWNER:

BHARUCH LLC, an Illinois limited liability company

By: Name: Its: MOHAMMED AHMED  
(MEMBER)

STATE OF ILLINOIS

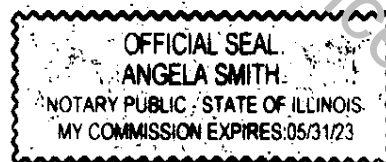
) SS.

COUNTY OF COOK

I, Angela Smith, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that known to \_\_\_\_\_ me to be thereof \_\_\_\_\_ Bharuch LLC, an Illinois limited liability company appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said officer on behalf of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2/8 day of 2023.

  
Notary Public

Commission expires 5/31, 20 23

 A handwritten signature or mark, possibly a date or initials, located in the bottom left corner of the page.

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## EXHIBIT A

### DESCRIPTION OF PARCEL A

SUB-LOTS 16 THROUGH 20, INCLUSIVE, IN STANNARD'S SUBDIVISION OF LOTS 5 AND 6 IN BLOCK 15 AND LOTS 5 AND 6 IN BLOCK 16 IN STANNARD'S SECOND ADDITION TO MAYWOOD, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B

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RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

### DESCRIPTION OF PARCEL B

SUB-LOTS 11 THROUGH 15, INCLUSIVE, IN STANNARD'S SUBDIVISION OF LOTS 5 AND 6 IN BLOCK 15 AND LOTS 5 AND 6 IN BLOCK 16 IN STANNARD'S SECOND ADDITION TO MAYWOOD, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



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## EXHIBIT C

### EASEMENT PARCEL

THAT PART OF LOT 16 IN STANNARD'S SUBDIVISION OF LOTS 5 AND 6 IN BLOCK 15 AND LOTS 5 AND 6 IN BLOCK 16 IN STANNARD'S SECOND ADDITION TO MAYWOOD, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[[[BEGINNING AT THE SOUTHEAST CORNER OF LOT 16, THENCE WEST ALONG THE SOUTH LINE OF LOT 16, 25 FEET; THENCE NORTH ALONG THE WEST LINE OF LOT 16, 45.32 FEET; THENCE EAST ALONG THE LINE PARALLEL TO THE SOUTH LINE OF LOT 16, 7.79 FEET; THENCE NORTH ALONG A LINE PARALLEL TO THE EAST LINE OF LOT 16, 60.50 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 16; THENCE EAST ALONG A NORTH LINE OF LOT 16, 17.21 FEET TO THE NORTHEAST CORNER OF LOT 16; THENCE SOUTH ALONG THE EAST LINE OF LOT 16, 105.82 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.]]]

As further shown on the diagram attached hereto as Annex 1.

(see attached)



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EXHIBIT D

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
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CHICAGO, IL 60602-1387

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