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TRI-PARTY EASEMENT AND OTHER AGREEMENT

THIS TRI-PARTY EASEMENT AND OTHER AGREEMENT is made and entered into this 6 day of June, 1988 by and between The Village of Lansing ("Village"), American National Bank and Trust Company of Chicago as Trustee under a Trust Agreement dated December 1, 1985 and known as Trust No. 66007 ("Trustee") and Landings Theaters, Inc., an Illinois corporation ("Tenant").

A. Trustee is the owner of a parcel of land in Lansing, Illinois legally described on Exhibit A attached hereto (the "Development").

B. Tenant is a tenant in the Development pursuant to a Lease Agreement between Tenant and Landlord dated April 23, 1987 (the "Lease").

C. Village is the owner of a parcel of vacant land in Lansing, Illinois legally described on Exhibit B attached hereto ("Lot 3") which is located east of and adjacent to the Development.

D. The parties hereto have made agreements regarding the use and improvement of Lot 3 which they wish to memorialize by this agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. Village hereby grants to Trustee and to Tenant an exclusive easement during the term of the Lease, including any extensions thereof, to use those portions of Lot 3 designated therefor on the Site Plan attached hereto as Exhibit C for parking for at least one hundred ninety one (191) automobiles and for pedestrian and vehicular passage to and from the Development, and for construction and maintenance permitted or required pursuant to this Agreement. The parties acknowledge that the Lease contains a right of first refusal to purchase the Development. Therefore, it is agreed that in the event Tenant purchases the Development and the Lease is merged into the deed, that the easement shall continue in being for so long as the Development is used as a theater.

2. Trustee agrees to cause Lot 3 to be improved for use as a parking area in accordance with the Site Plan attached hereto as Exhibit C, including appropriate paving, striping, underground utilities and lighting, and Tenant agrees to reimburse Trustee for fifty percent (50%) of the cost thereof, including architectural and engineering fees and permits, upon demand by Trustee following completion of the work.

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3. Until such time as there are other improvements constructed on Lot 3 pursuant to paragraph 5 hereof, Tenant shall have the sole and exclusive right to use the parking on Lot C and Tenant agrees, at its sole cost and expense, to maintain Lot 3 and any improvements constructed thereon pursuant to paragraph 2 hereof in good order, condition and repair, including, but not limited to the following:

(a) Maintaining the surface of all parking areas, entrances, driveways, curbs and sidewalks, keeping them smooth and evenly covered;

(b) Removing all snow, litter, dust and debris as necessary;

(c) Lighting, including cleaning and relamping lighting fixtures as needed;

(d) Repairing and replacing striping and markers as necessary;

(e) Maintaining adequate liability insurance;

but specifically excluding the cost of capital replacements to the parking area which shall be borne equally by Trustee and Tenant.

4. Trustee agrees to pay all real estate taxes levied against Lot 3 during the term of the Lease, and Tenant agrees to reimburse Trustee for fifty percent (50%) of the cost thereof, up to the following maximum amounts:

(a) During the first through fifth lease years (as defined the Lease) nine thousand dollars (\$9,000.00) per year;

(b) During the sixth through tenth lease years, ten thousand three hundred fifty dollars (\$10,350.00) per year;

(c) During the eleventh through fifteenth lease years, eleven thousand nine hundred dollars (\$11,900.00) per year;

(d) During the sixteenth through twentieth lease years, thirteen thousand six hundred eighty five dollars (\$13,685.00) per year;

(e) During the twenty-first through twenty-fifth lease years, fifteen thousand seven hundred forty dollars (\$15,740.00) per year;

(f) During the twenty-sixth through thirtieth lease years, eighteen thousand one hundred dollars (\$18,100.00) per year;

(g) During the thirty-first through thirty-fifth lease years, twenty thousand eight hundred dollars (\$20,800.00) per year; and

(h) During the thirty-sixth through fortieth lease years, twenty three thousand nine hundred forty dollars (\$23,940.00) per year;

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provided, however, that any real estate taxes attributable to construction pursuant to paragraph 5 hereof shall be borne solely by Trustee.

Tenant agrees to pay its estimated share of real estate taxes as aforesaid to Trustee promptly upon demand by Trustee and upon Trustee furnishing to Tenant a copy of the tax bill therefore.

5. During the term of the Lease and any extensions thereof, there shall be permitted construction of not more than Twenty Five Thousand (25,000) square feet of building area on Lot 3 (plus improvements to facilitate the use of such building) which building may be used only for uses which are of low parking intensity, excluding specifically but not by way of limitation restaurants and supermarkets. From and after the time any such building is constructed on Lot 3, the owner of Lot 3 shall be entitled to share the use of the parking area with Tenant provided that the then owner of Lot 3 shall contribute equitably to the maintenance cost incurred by Tenant pursuant to paragraph 3 hereof, and further provided that the then owner of Lot 3 shall bear the responsibility to pay all real estate taxes attributable to the building and amenities directly related thereto.

6. This Agreement shall be binding upon the parties hereto, their successors and assigns.

7. This Agreement is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein shall be construed as creating any liability of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally to pay any indebtedness accruing hereunder, or to perform any agreement or covenant either express or implied herein, all such liability, if any, being expressly waived by anyone now or hereafter claiming any right or security hereunder. So far as AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally, is concerned, the legal owner or owners of any indebtedness or obligation to perform any agreement or covenant, either express or implied, accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described for the payment thereof.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

ATTEST: .

By: *Pauline Dahlhoff*  
Its: clerk

THE VILLAGE OF LANSING

By: *Bill [unclear]*  
Its: MAYOR

ATTEST:

By: *[unclear]*  
Its: *[unclear]*

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust No. 66007

By: *[unclear]*  
Its: *[unclear]*

ATTEST:

By: *[unclear]*  
Its: *[unclear]*

LANDINGS THEATERS, INC., an Illinois corporation

By: *[unclear]*  
Its: *[unclear]*

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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STATE OF ILLINOIS )
)SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Bill W. Balthus, Mayor of THE VILLAGE OF LANSING and Kathleen DeHrens Clerk, of said Village, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Village as their own free and voluntary act and as the free and voluntary act of said Village as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6 day of June, 1988.

[Signature]
Notary Public

My commission expires:

3/19/92

STATE OF ILLINOIS )
)SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT SUZANNE BAKER and MICHAEL BAKER of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as such officers of said Bank as their own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_ day of \_\_\_, 1988.

OFFICIAL SEAL
Karen E. Burns
Notary Public, State of Illinois
My Commission Expires 2/19/90

[Signature]
Notary Public

DEPT-00 \$19.00
T#3333 TRAN 9109 06/09/88 \$135.00
37007 \* -88-251969
COOK COUNTY RECORDER

88251969

STATE OF ILLINOIS )
)SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Louis Marks, Secretary of LANDINGS THEATERS, INC. and Richard H. Casarfield, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said corporation as their own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of June, 1988.

[Signature]
Notary Public
OFFICIAL SEAL
PEGGY M. KRITIK, Notary Public
Cook County, State of Illinois
My Commission Expires 6/21/90

My commission expires:

6/21/90

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Property of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

Lot 2 in the Landings Phase III, being a subdivision of part of the West 1/2 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

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## EXHIBIT B

### LEGAL DESCRIPTION

Lot 3 in the Landings Phase III, being a subdivision of part of the West 1/2 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

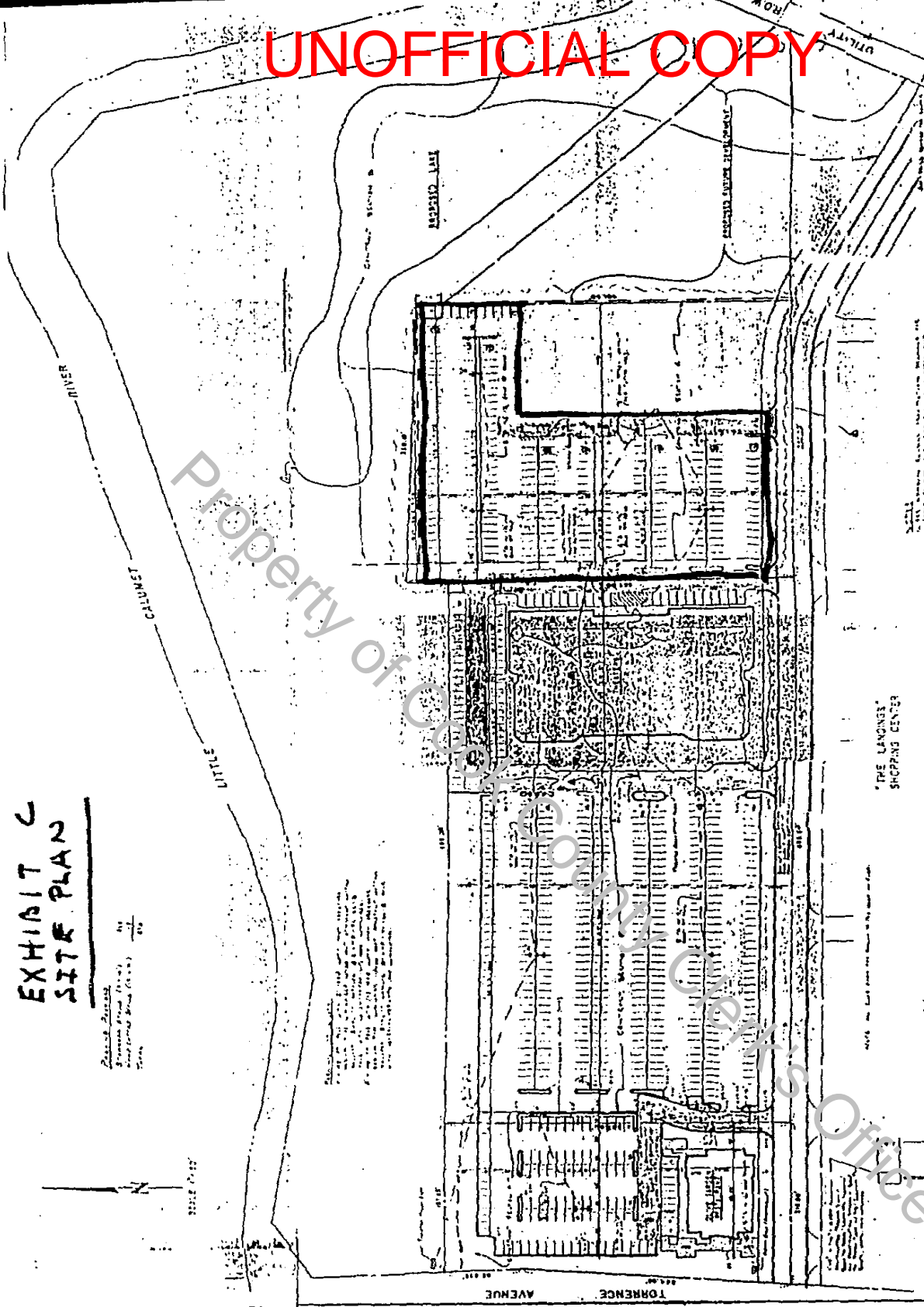
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EXHIBIT C  
SITE PLAN

Scale: 1" = 100'  
North Arrow



**SITE PLAN**  
**THE LANDINGS PHASE THREE**  
**LANSING, ILLINOIS**  
KONRADT & ASSOCIATES CONSULTANTS, P.C.  
110 WEST FORT ST., SUITE 1000  
CHICAGO, ILL. 60601  
DATE: 08/15/00

CONTRACT SECTION A - Civil, Survey, and Related Work  
CONTRACT SECTION B - Foundation, Structural, and Related Work  
CONTRACT SECTION C - Mechanical, Electrical, and Related Work  
CONTRACT SECTION D - Sanitary, Storm, and Related Work

1. THIS SITE PLAN WAS PREPARED FOR THE PROJECT OF THE PROPOSED PHASE THREE DEVELOPMENT OF THE LANDINGS AT LANSING, ILLINOIS, AS SHOWN ON THE ATTACHED SITE PLAN AND RELATED WORK.

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