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**PLAT WITH THIS DOCUMENT**

AGREEMENT

Agreement entered into as of this 5th day of ~~October~~ <sup>January</sup>, 1994, c09B  
by and between American National Bank and Trust Company of Chicago, not personally, but solely as trustee under Trust Agreement dated June 25, 1993 and known as Trust No. 117138-07 ("Trust") and Office Depot, Inc., a Delaware corporation ("Office Depot").

1. Trust is the owner of the property legally described in Exhibit A attached hereto (the "Trust Parcel"). Office Depot is the owner of the property legally described in Exhibit B attached hereto (the "Office Depot Parcel"). The Office Depot Parcel and the Trust Parcel are adjacent parcels, and the owners thereof desire to grant certain rights as herein provided in order to enhance the use of the respective parcels.

DEPT. OF RECORDING \$39.50  
TRAN 3778 01/07/94 11:18:00  
\*-94-022718  
COOK COUNTY RECORDER

2. Pursuant to a Declaration of Restrictions and Cross Parking Easement dated February 12, 1982 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 26202227 and a Declaration of Restrictions and Grant of Easements dated July 12, 1985 and recorded as Document No. 85101992 as amended by amendment dated July 12, 1985 and recorded as Document No. 85101993 (the "Old REA's"), the Trust Parcel and the Office Depot Parcel were subject to an easement over and across a portion of their respective properties more particularly described in the Old REA (herein called the "Access Easement").

Pursuant to a Declaration of Restrictions and Grant of Easements dated as of December 30, 1993 ~~October~~ and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 94022716, the

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easements, rights, and obligations created or imposed by the Old REA's have been terminated and extinguished, including the Access Easement.

3. The Trust hereby grants to Office Depot for the benefit of the Office Depot Parcel an easement on, over, and across the Trust Parcel to utilize the Trust Parcel for storage and removal of construction materials during construction of improvements on the Office Depot Parcel and ingress and egress thereto and therefrom for the storage and removal of construction materials. This easement shall expire when Office Depot has completed construction of improvements on the Office Depot Parcel or until August 15, 1994, whichever is earlier. The August 15, 1994 date shall be extended by any time during which Office Depot is unable to construct improvements on the Office Depot Parcel due to casualty, weather conditions, acts of God, strike or other occurrences beyond the control of Office Depot, provided that the right to utilize the Trust Parcel for the storing of construction materials shall terminate on October 1, 1994.

4. The Trust agrees that it will not commence construction of improvements on the Trust Parcel or obtain a building permit for such construction until Office Depot has completed construction of improvements on the Office Depot Parcel or until August 15, 1994 whichever is earlier, provided that the August 15, 1994 date shall be extended by a period equal to any period during which Office Depot is unable to construct improvements on the Office Depot Parcel due to casualty, weather conditions, acts of God, strikes or other occurrences beyond the control of Office

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Depot, provided further than the prohibition on the Trust specified in this paragraph 4 shall end in any event on October 1, 1994.

5. The Trust grants to Office Depot, for the benefit of the Office Depot Parcel a perpetual easement on, over, and across the portion of the Trust Parcel described in Exhibit C attached hereto for (i) emergency access, including ingress and egress in the event of fire or other casualty; (ii) handicap access; (iii) vehicular access to the loading dock(s) located on the Office Depot Parcel; (iv) vehicular access for removal of trash from the Office Depot Parcel; and (v) temporary parking of trucks awaiting access to the loading dock(s), provided the trucks shall not block access to the Trust Parcel.

6. The easements and other covenants herein granted shall inure to the benefit of the Office Depot Parcel and shall burden the Trust Parcel and their successors in interest and shall be deemed covenants running with the Office Depot Parcel and the Trust Parcel.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. The parties agree that in the event of a breach or threatened breach of any covenants or agreements contained in this Agreement, the non-breaching party may pursue any and all remedies available in law or in equity, including injunctive relief. The breaching party shall be liable to pay all costs and expenses, including reasonable attorneys' fees, incurred by the

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non-breaching party in enforcing its rights or pursuing its remedies for breach of this Agreement.

9. Nothing in this Agreement shall be construed to restrict or modify any of the rights or obligations stated in the Land Purchase Agreement dated March 23, 1993 for the purchase by Office Depot of the Office Depot Parcel unless expressly stated herein or in other agreements executed by the parties hereto or their representatives or beneficiaries.

10. Trust agrees that Office Depot may construct a sidewalk along the easterly boundary of the Trust Parcel and may construct a wood fence along the easterly frontage of the Trust Parcel until the improvements on the Trust Parcel are completed.

11. 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 (and Trustee hereby warrants that it possesses full power and authority to execute this Agreement), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said trustee personally to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by the other parties hereto and by every person now or hereafter claiming any right or security hereunder.

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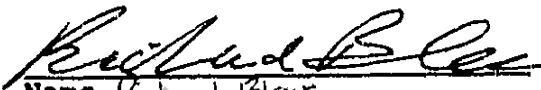
IN WITNESS WHEREOF, the Trust and Office Depot have caused this Agreement to be executed as of the date specified above.

OFFICE DEPOT, INC.

ATTEST:

By

  
Name JOHN GODE  
Title VICE PRESIDENT

  
Name Richard Blew  
Title Corporate Counsel / Assistant Secretary

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated June 25, 1993, and known as Trust No. 117138-07

ATTEST:

By

Name \_\_\_\_\_  
Title \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_

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IN WITNESS WHEREOF, the Trust and Office Depot have caused this Agreement to be executed as of the date specified above.

OFFICE DEPOT, INC.

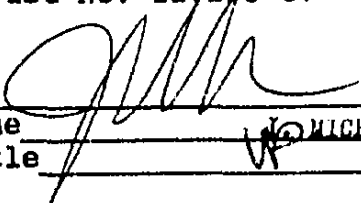
ATTEST:

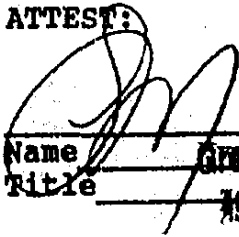
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated June 25, 1993, and known as Trust No. 117138-07

ATTEST:

By  \_\_\_\_\_  
Name MICHAEL WHELAN  
Title \_\_\_\_\_

 \_\_\_\_\_  
Name GREGORY S. KASPRZYK  
Title ASSISTANT SECRETARY

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STATE OF FLORIDA )  
COUNTY OF Palmer Beach ) SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Grede personally known to me to be the Vice President of Office Depot, Inc., and Richard Blaws, personally known to me to be the Assistant Secretary of said corporation and 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 as such Vice President and Assistant Secretary they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 5<sup>th</sup> day of October, 1993.

Elizabeth R. J. [Signature]  
Notary Public



ELIZABETH R. J. [Signature]  
MY COMMISSION # CC27196 EXPIRES  
April 24, 1997

My Commission Expires: \_\_\_\_\_

Notary's Office

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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that ~~LEONARD MICHAEL WEDDAN~~ personally known to me to be the Vice President of American National Bank and Trust Company of Chicago, a national banking association, and Gregory S. Kasprzyk, personally known to me to be the ASST Secretary of said national banking association and 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 as such Vice President and ASST Secretary they signed and delivered the said instrument as Vice President and ASST Secretary of said national banking association, and caused the corporate seal to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said national banking association for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 26<sup>th</sup> day of October, 1993.

*Carrie Reyes*

Notary Public

My Commission Expires: \_\_\_\_\_



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EXHIBIT A

The northerly 37 feet of Lot 2 in Ashland-Wellington Subdivision, being a subdivision of part of the East one-half of the Southeast one-quarter of the Northeast one-quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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## EXHIBIT C

The westerly 50 feet of the northerly 37 feet of Lot 2 in Ashland-Wellington Subdivision, being a subdivision of part of the East one-half of the Southeast one-quarter of the Northeast one-quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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PREPARED BY: Michael A. Braun, Esq.  
Braun & Rivkin LTD  
33 Dearborn Street, Suite 500  
Chicago, Illinois 60602

RETURN TO: Julie C. Stalter  
Commonwealth Land Title Insurance Co.  
30 N. LaSalle, Suite 3440  
Chicago, Illinois 60602

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