

DRIVEWAY ACCESS AGREEMENT

*First Colonial Trust Company Successor Fiduciary to

1. Colonial Bank, (formerly known as Colonial Bank and Trust Company of Chicago) an Illinois banking corporation, (5850 West Belmont Avenue, Chicago, Illinois 60634) not personally but as Trustee under Trust Agreement dated February 9, 1978, known as Trust Number 118 hereinafter referred to as "Colonial Bank Trustee*" is the owner of the following described real estate hereinafter referred to as "Parcel 1":

LOT 81 (EXCEPT THE SOUTH 79.0 FEET THEREOF) IN HIGGINS INDUSTRIAL PARK UNIT 54 BEING A SUBDIVISION IN THE WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 189 Seegers, Elk Grove Village, IL
PIN: 08-22-402-078

2. Albany Bank and Trust Company, N.A., not personally but solely as Trustee under the provisions of a Trust Agreement dated February 10, 1993, known as Trust Number 11-4934, hereinafter referred to as "Albany Bank Trustee" is the owner of the following described real estate hereinafter referred to as "Parcel 2":

THE SOUTH 79.0 FEET OF LOT 81 IN HIGGINS INDUSTRIAL PARK UNIT 54 BEING A SUBDIVISION IN THE WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 191 Seegers, Elk Grove Village, IL
PIN: 08-22-402-077

3. Colonial Bank Trustee* and Albany Bank Trustee are hereinafter sometimes collectively referred to as the "First Parties."

4. Parkway Bank and Trust Company (4800 North Harlem Avenue, Harwood Heights, IL 60656) as Trustee under Trust Agreement dated May 28, 1985, known as Trust No.

Div 1 73-82-234

4/1/00

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MAIL TO: Joliette & Templar, P.C.
10 South LaSalle St - suite 1017
Chicago, IL 60603
ATTN: David J. Joliette
Box 333

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7253 (hereinafter sometimes referred to as Parkway Bank Trustee 7253), is the owner of the following described real estate hereinafter referred to as "Parcel 3":

UNIT 1 IN THE 99-149 SEEGER'S ROAD CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 45 IN HIGGINS INDUSTRIAL PARK UNIT 27, A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM, OWNERSHIP RECORDED AS DOCUMENT NO. 85050428 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Commonly known as: 149 Seegers, Elk Grove Village, IL
PIN: 02-22-402-053

5. Parcel 3 is located immediately north of and adjacent to Parcel 2; an asphalt driveway has been constructed over the south 20.5 feet, more or less, of Parcel 3.

6. The initial term of this agreement shall be for ten (10) years from the date hereof. First Parties, jointly and severally, shall have the option to extend the initial term for two additional ten (10) year periods by giving written notice to that effect to Parkway Bank Trustee 7253, or to the then owner of Parcel 3, not less than six (6) months prior to the end of the initial term, or any extended term, in the manner provided for in Paragraph 16,

7. During the term of this Agreement and any extensions, Parkway Bank Trustee 7253 agrees that the owners of Parcels 1 and 2, and their respective tenants and invitees, shall have the non-exclusive right to use the aforementioned driveway constructed on the south 20.5 feet, more or less, of Parcel 3, for the sole purposes of ingress and egress to Parcels 1 and 2, and said right of use shall run with the land during the term of the Agreement, and any

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extensions.

8. In consideration of the grant of said right of use as herein provided, First Parties, jointly and severally, agree to pay the total sum of \$1,000.00 per year ("annual payment") during the initial term of this agreement; the first annual payment shall be made concurrent with the signing of this Agreement, and successive annual payments shall be made on each anniversary of the effective date of this Agreement, thereafter; said annual payments shall be paid to Robert J. Baldassari, whose current address is 1230 North Roselle Road, Schaumburg, Illinois 60195, until otherwise directed in writing by notice to First Parties from Parkway Bank Trustee 7253 (or the then owner of Parcel 3) sent in the manner provided in Paragraph 16.

9. If First Parties elect to extend the term of this agreement, as provided in paragraph 6, then said annual payment of \$1,000.00 shall be adjusted as of the beginning of each ten (10) year additional period as follows:

(i) As soon as practical after January 1 of the year any such extension takes effect, First Parties shall compute the change, if any, in the cost of living since January 1, 1994, based upon the "Revised Consumer's Price Index for Cities - 1982-84 = 100 (hereinafter "Index") published by the Bureau of Labor Statistics of the United States Department of Labor, and in the event said Index, or a successor or substitute index is not available, then a reliable governmental or other non-partisan publication evaluating the information theretofore used in determining the price index shall be used.

(ii) The index number indicated in the column for the City of Chicago entitled "All Items" for the month of January, 1994 shall be the "base index number", and the corresponding index number for January of the year in which such extension occurs shall

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be the "current index number."

(iii) The current index number shall be divided by the base index number. The quotient thereof shall be deemed to be the percentage of change in the cost of living.

(iv) The result of the percentage of change so determined multiplied by \$1,000.00 shall be the adjusted annual payment for each additional period.

(v) Any resulting increase in the annual payment shall immediately be paid by First Parties, retroactive to the first day of any additional ten (10) year period.

10. First Parties jointly and severally agree that during the term of this agreement and any extension thereof, that:

- a) they shall maintain said driveway and keep it in a good state of repair;
- b) they shall be responsible for snow removal from said driveway; and
- c) that they shall not permit hazardous materials to be transported over said driveway by their respective tenants and invitees, and if this undertaking is violated, they shall indemnify and hold Parkway Bank Trustee 7253 (or then owner of Parcel 3) harmless from all damage which it may sustain as a result thereof, including, but not limited to attorneys' fees and other legal costs.

11. First Parties severally agree that they shall obtain public liability insurance in the amounts of not less than \$1,000,000/2,000,000 and property damage of not less than \$100,000, covering the use of the driveway herein provided, naming Parkway Bank Trustee 7253 (or successor owner of Parcel 3) as additional insured. Said insurance shall be with companies reasonably acceptable to Parkway Bank Trustee 7253, and shall provide that it may not be cancelled or terminated without 30 days prior written notice to Parkway Bank Trustee 7253,

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First Parties agree to provide Parkway Bank Trustee 7253, upon request, with written evidence of the existence of such insurance. Furthermore, such insurance shall provide for mutual waivers of subrogation.

12. Failure to make any annual payment within seven days after its due date, or failure of First Parties to perform their obligations as herein provided shall constitute an event of default, and Parkway Bank Trustee 7253 (or its successors and assigns) shall be entitled to give a notice of default, specifying the default complained of, to First Parties; provided however, First Parties may cure said default within thirty (30) days after said notice; provided further, if the default complained of (other than payment of money) cannot reasonably be cured within thirty (30) days, then the time to cure said default shall be extended for such additional period as may be reasonable if First Parties have undertaken to cure said default and thereafter, diligently continue in their efforts to do so.

13. Upon First Parties failure to cure the specified default, Parkway Bank Trustee 7253 may elect to terminate this agreement upon notice to that effect; or alternatively, may elect to cure said default and charge First Parties with the costs thereof, including, but not limited to legal expenses attendant to any such default.

14. First Parties agree between themselves to share equally in the annual payment provided for in paragraphs 8 and 9, and costs of repair and maintenance provided for in paragraph 10, and to use their best efforts to comply with the obligations of First Parties hereunder.

15. In the event of any action by any party against another party to enforce the terms of this agreement, the party who substantially prevails shall be entitled to recover reasonable

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attorneys fees and court costs incurred, in addition to any other relief afforded.

16. Anything hereinabove stated to the contrary notwithstanding, at any time after date hereof, Parkway Bank Trustee 7253, its successors and assigns, on the one hand, and First Parties, their respective successors and assigns, acting jointly and not severally, on the other hand, shall have the right to terminate this agreement by giving written notice to that effect, on the one hand, from Parkway Bank Trustee 7253 to First Parties, or on the other hand, from First Parties jointly to Parkway Bank Trustee 7253 (as the case may be), whereupon, this agreement shall terminate 45 days after the receipt of said notice, or such longer date as the Parties may thereafter agree to in writing; the unused annual payment for the year of termination shall be prorated to the date of termination, and if already paid, shall be refundable to First Parties by Parkway Bank Trustee 7253, or its successor owner of Parcel 3.

17. All notices shall be in writing and shall be sent to the addresses indicated herein with copies as follows:

To: Colonial Bank Trustee
5850 West Belmont Avenue
Chicago, IL 60634

with copy to: Tenant
189 Seegers Road
Elk Grove Village, IL 60007

To: Albany Bank Trustee
3400 West Lawrence Ave.
Chicago, IL 60625

with copy to: Current Tenant:
P.J. Heating & Air Conditioning, Inc.
191 Seegers Road
Elk Grove Village, IL 60007

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To: Parkway Bank Trustee
4800 N. Harlem Ave.
Harwood Heights, IL 60656

with copy to: Robert J. Baldassari
1230 N. Roselle Road
Schaumburg, IL 60195

with copy to: Current Tenant:
Hawkinson, Inc.
149 Seegers
Elk Grove Village, IL 60007

Notices shall be delivered by personal delivery or certified mail postage prepaid, return receipt requested, and shall be effective upon receipt thereof. First Parties and Parkway Bank Trustee 7253 agree to give timely notice to all other parties of any change in ownership and tenants of their respective parcels, and changes of the names and addresses.

18. The rights and obligations set forth in this agreement shall inure to the benefit of and be binding upon each party, and their respective heirs, successors in interest and assigns.

19. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. The effective date of this Agreement is January 1, 1994.

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*FIRST COLONIAL TRUST COMPANY SUCCESSOR FIDUCIARY TO:

COLONIAL BANK SIGNATURE PAGE

The foregoing instrument is executed by the Colonial Bank, formerly known as Colonial Bank & Trust Company of Chicago, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Colonial Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Colonial Bank, personally, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned, Colonial Bank, formerly known as Colonial Bank & Trust Company of Chicago, not personally, but as Trustee, under Trust No. 118 dated February 9, 1978, has caused these presents to be signed by its ~~Vice President~~ and its corporate seal to be hereunto affixed and attested by its ~~Assistant Secretary~~, on this 7th day of February, 1994. *Land Trust Officer/Land Trust Officer

* Colonial Bank, formerly known as Colonial Bank & Trust Company of Chicago, as Trustee, under Trust No. 118 dtd. 2/9/78

ATTEST:

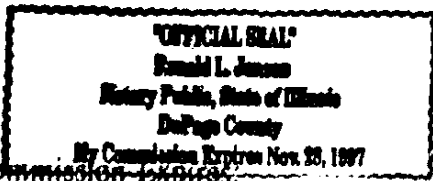
By: Norma J. Haworth
Is: Land Trust Officer

June M. Stout
~~Secretary~~ Land Trust Officer

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.

The undersigned a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY THAT Norma J. Haworth personally known to me to be the ~~Vice President~~ of said Bank and June M. Stout personally known to me to be the ~~Secretary~~ of said Bank, and personally know 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 ~~Vice President~~ and ~~Secretary~~ of said Bank and caused the corporate seal of said Bank to be affixed thereto as their free and voluntary act, and as the free and voluntary act and deed of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth. *Land Trust Officer/Land Trust Officer

Given under my hand and seal, this 7th day of February, 1994.



[Signature]
NOTARY PUBLIC

My Commission Expires: _____

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ALBANY BANK AND TRUST COMPANY SIGNATURE PAGE

The foregoing instrument is executed by the Albany Bank and Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Albany Bank and Trust Company hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Albany Bank and Trust Company, personally, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned, Albany Bank and Trust Company, not personally, but as Trustee, under Trust No. 11-4934 dated February 10, 1993, has caused these presents to be signed by its ~~Vice-President~~ and its corporate seal to be hereunto affixed and attested by its ~~Secretary~~, on this 20th day of January, 1994.

Albany Bank and Trust Company, as Trustee,
under Trust No. 11-4934 dtd. 2/10/93,

ATTEST:
Michael Bentlove
~~Secretary~~ *vice president*

By: Arnold J. Karzov
Its: Trust Officer

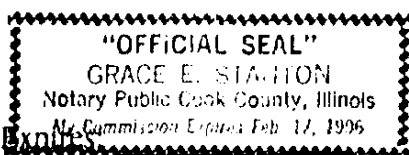
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COUNTY OF C O O K) SS.

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The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY THAT ARNOLD J. KARZOV personally known to me, to be the ~~Vice-President~~ of said Bank and MICHAEL BENTLOVE personally known to me to be the ~~Secretary~~ of said Bank, and personally know 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 ~~Vice-President and Secretary~~ of said Bank and caused the corporate seal of said Bank to be affixed thereto as their free and voluntary act, and as the free and voluntary act and deed of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and seal, this 20th day of January, 1994.



Grace E. Stanton
NOTARY PUBLIC

My Commission Expires

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PARKWAY BANK & TRUST COMPANY TRUSTEE 7253 SIGNATURE PAGE

The foregoing instrument is executed by the Parkway Bank & Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Parkway Bank & Trust Company, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Parkway Bank & Trust Company, personally, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned, Parkway Bank & Trust Company, not personally but as Trustee under Trust No. 7253 dated May 28, 1985, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Secretary, on this 21st day of January, 1994.

Parkway Bank & Trust Company,
AS TRUSTEE AND NOT INDIVIDUALLY

By: [Signature]
Its: Vice President Trust Officer

ATTEST:

[Signature]
Secretary

The Trustee in executing this document SPECIFICALLY EXCLUDES all references to any environmental condition of the premises arising under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise. The Secretary of this trust, as management and control of the premises and as such, has the authority on its/her own part to execute as environmental representative but not as agent for or on behalf of the Trustee.

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.

PARKWAY BANK & TRUST COMPANY, as Trustee

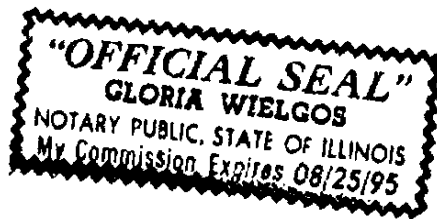
The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY THAT Diane Y. [Signature] personally known to me to be the Vice-President of said Bank and [Signature] personally known to me to the Secretary of said Bank, and personally know to me to be the same persons 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 Vice President and Secretary of said Bank and caused the corporate seal of said Bank to be affixed thereto as their free and voluntary act, and as the free and voluntary act and deed of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and seal, this 21st day of January, 1994.

[Signature]
NOTARY PUBLIC

My Commission Expires: 12/95

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CONSENT BY LESSEE

Hawkinson, Inc., an Illinois corporation, Lessee of Parcel 3, hereby consents to the foregoing agreement.

Hawkinson, Inc.

By: Richard G. Hawkinson
Its: President

ATTEST:

[Signature]
Secretary

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.

The undersigned, a Notary Public in and to said County, in the State aforesaid, DOES HEREBY CERTIFY THAT Richard Hawkinson personally known to me to be the President of said Corporation and Tom Hawkinson personally known to me to be the Secretary of said Corporation and personally know 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 President and Secretary of said Corporation and caused the corporate seal of said Corporation to be affixed thereto as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, as Lessee aforesaid, for the uses and purposes therein set forth.

Given under my hand and seal, this 26th day of January, 1994.

"OFFICIAL SEAL"
Alexandra L. Heinlein
Notary Public, State of Illinois
My Commission Expires 3/3/97

Alexandra L. Heinlein
NOTARY PUBLIC

My Commission Expires: 3/3/97

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Prepared by Colonel Gamba.

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