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. T40012 TRAN 2128 09/25/96 15:02:00
. 64271 & CG *-96-732522
. COOK COUNTY RECORDER

RECIPROCAL ACCESS PARKING AND SIGN EASEMENT AGREEMENT

53⁰⁰₂₄

96732522

When Recorded Please
Return To:

Basil C. Anagnos, Esq.
ANGELOS AND ANAGNOS, LTD.
Suite 2400
500 West Madison Street
Chicago, Illinois 60661-2511

4025-35-37 West 183rd Street
18341-43-45-47 South 40th Court
Country Club Hills, Illinois
PIN 31-03-200-040
PIN 31-03-200-041

BOX 333-CTT

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RECIPROCAL ACCESS PARKING AND SIGN EASEMENT AGREEMENT

THIS RECIPROCAL ACCESS EASEMENT AGREEMENT is made on this 4th day of September, 1996 by and between THE CHICAGO TRUST COMPANY, as Trustee under Trust Agreement No. 1100222, dated January 23, 1995 ("Seller"), and AMERICAN NATIONAL BANK & TRUST COMPANY, as Trustee under Trust Agreement dated August 26, 1996 and known as Trust No. 53447-SK ("Purchaser").

RECITALS

A. Seller is the record holder and owner of certain real property located in the County of Cook, State of Illinois, legally described as follows (hereinafter " Seller's Parcel"):

THE NORTH 668.75 FEET OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 3, EXCEPT THAT PART LYING WITHIN THE NORTH 317 FEET OF THE WEST 245 FEET OF THE EAST 865 FEET OF SAID NORTH EAST 1/4; AND ALSO EXCEPT THAT PART LYING WITHIN THE SOUTH 190.75 FEET OF THE NORTH 668.75 FEET OF THE EAST 450 FEET OF THE SAID EAST 1/2 OF THE NORTH EAST 1/4; AND ALSO EXCEPT THAT PART LYING WITHIN THE NORTH 215 FEET OF SAID EAST 1/2 (EXCEPT THE EAST 1273 FEET THEREOF) OF THE NORTHEAST 1/4; AND ALSO EXCEPT THE NORTH 317 FEET OF THE WEST 226 FEET OF THE EAST 1091 FEET OF SAID EAST 1/2 OF THE NORTHEAST 1/4; AND ALSO EXCEPT THAT PART TAKEN FOR CRAWFORD AVENUE AND 183RD STREET; AND ALSO EXCEPT THAT PART FALLING WITHIN LOT 1 IN RENKEN'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SAID SECTION 3, RECORDED NOVEMBER 9, 1993 AS DOCUMENT 93910346, IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND ALSO EXCEPT A TRACT OF LAND COMPRISING PART OF THE

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NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 50 FEET SOUTH OF THE NORTH LINE AND 185 FEET WEST OF THE EAST LINE OF SAID SECTION 3, AND RUNNING THENCE SOUTHEASTERLY, A DISTANCE OF 118.69 FEET TO POINT ON A LINE DRAWN PARALLEL WITH AND 168 FEET SOUTH OF SAID NORTH LINE OF SECTION 3, SAID POINT BEING 173 FEET WEST OF SAID EAST LINE OF SECTION 3; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 120.50 FEET TO THE WESTERLY LINE OF CRAWFORD AVENUE. AS DEDICATED BY PLAT RECORDED MAY 12, 1927 AS DOCUMENT 3648190; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF CRAWFORD AVENUE, BEING A CURVED LINE CONVEXED EASTERLY AND HAVING A RADIUS OF 1361.80 FEET, A DISTANCE OF 118.77 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 50 FEET SOUTH OF SAID NORTH LINE OF SECTION 3, SAID PARALLEL LINE BEING THE SOUTH LINE OF 183RD STREET AND SAID INTERSECTION BEING 64.83 FEET WEST OF SAID EAST LINE OF SECTION 3; THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 120.17 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPT THE SOUTH 230 FEET OF THE NORTH 483.75 (EXCEPT THE EAST 1146 FEET THEREOF) OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, AND THE SOUTH 185 FEET OF THE NORTH 668.75 FEET (EXCEPT THE EAST 1106 FEET THEREOF) OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

B. Purchaser is the purchaser from Seller of certain adjoining real property located in the County of Cook, State of Illinois, legally described as follows (hereinafter "Purchaser's Parcel"):

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS 478.00 FEET SOUTH OF THE NORTH LINE AND 50.00 FEET WEST OF THE EAST LINE

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OF SAID NORTHEAST 1/4 OF SECTION 3; THENCE NORTH 0 DEGREES 23 MINUTES WEST ALONG A LINE 50 FEET WEST, 235.78 FEET; THENCE NORTHERLY ALONG A CURVE CONVEX EASTERLY AND HAVING A RADIUS OF 1361.80 FEET, 74.25 FEET TO A POINT ON A LINE 168.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 3; THENCE SOUTH 90 DEGREES WEST ON SAID LINE, 120.50 FEET; THENCE SOUTH 0 DEGREES 23 MINUTES EAST, 20.60 FEET; THENCE SOUTH 90 DEGREES WEST, 224.00 FEET; THENCE SOUTH 0 DEGREES 23 MINUTES EAST, 289.40 FEET, TO A LINE 478.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 3, THENCE NORTH 90 DEGREES EAST, 347.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

C. Purchaser desires the use of part of Seller's Parcel for ingress and egress.

D. Seller has agreed to grant to Purchaser this use under the terms and conditions as stated herein.

E. Seller desires the use of part of the Purchaser's Parcel for ingress, egress and parking and access to Shopping Center sign located at northeast corner of said Purchaser's Parcel.

F. Purchaser has agreed to grant to Seller this use under the terms and conditions as stated herein.

NOW, THEREFORE, in consideration of the promises, the mutual covenants contained herein, and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Seller hereby gives, grants and conveys to Purchaser, its successors, assigns, employees, agents, customers and invitees, a perpetual non-exclusive easement and right-of-way,

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in common with others entitled to similar use, for pedestrian and vehicular access, ingress and egress, on, over and across that part of Seller's Parcel, including the entrances into and exits from the Seller's Parcel existing from time to time, described as follows (the "Easement Area"):

THAT PART OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 50 FEET SOUTH OF THE NORTH LINE AND 395 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4, THENCE SOUTH 0° 23' EAST, PARALLEL WITH SAID EAST LINE 200.60 FEET; THENCE SOUTH 90° WEST, PARALLEL WITH SAID NORTH LINE OF NORTHEAST 1/4, 65.00 FEET; THENCE NORTH 0° 23' WEST, 200.60 FEET; THENCE NORTH 90° EAST 65.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

The Easement Area is cross-hatched on Exhibit A.

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2. Said easement shall be for the benefit of the Purchaser's Parcel, shall run with the land, and shall be binding upon the successors and assigns of the parties hereto.

3. Seller shall retain the right for use of the Easement Area as driveways; provided, however, that Seller shall not improve the Easement Area with any structures, fences, barriers, bushes, trees, shrubs, or cause anything to be located on the Easement Area other than the paving currently located on the Easement Area, as such may be replaced or repaired or improved from time to time, or as hereafter required by law.

4. Seller shall maintain and keep the Easement Area in good repair, or cause to be maintained and kept in good repair, free and clear of rubbish, debris, and obstructions of every kind, and shall bear all of the costs and expenses associated with maintenance and repair of the Easement Area.

5. Seller shall maintain at all times insurance against claims from personal injury or property damage, with limits of liability not less than: One Million Dollars (\$1,000,000) for injury or death to any one person; Two Million Dollars (\$2,000,000) for injury or death to more than one person; and Five Hundred Thousand Dollars (\$500,000.00) with respect to damage to property, on the Easement Area. Seller shall furnish Purchaser with certificates evidencing that such insurance is in effect, naming

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Seller as additional insureds, and stating that Purchaser shall be notified in writing thirty (30) days prior to cancellation, material change or nonrenewal of insurance.

6. Seller shall be solely responsible for the payment of all general real estate taxes and special assessments levied against the Easement Area.

7. Seller hereby warrants and represents that it has the requisite authority and property right to grant the easement herein provided, subject to existing easements, conditions, and restrictions of record, and further subject to any zoning or municipal regulations or ordinances.

8. Purchaser hereby gives, grants and conveys to Seller, its successors, assigns, employees, agents, customers and invitees, a perpetual non-exclusive easement and right-of-way, in common with others entitled to similar use, for pedestrian and vehicular access, ingress, egress and parking on and over Purchaser's Parcel, including the entrances into and exits from Purchaser's Parcel, existing from time to time and an exclusive and non-exclusive easement to the Shopping Center sign which is located at the northeast corner of said Purchaser's Parcel for the perpetual operation of said sign and any right to use the air space and for ingress and egress to said sign and for the listing on the

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face of said sign by Seller, its successors or assigns, the Heritage Plaza tenants, described as follows (the "Easement Area"):

THAT PART OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 50 FEET SOUTH OF THE NORTH LINE AND 395 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 0° 23' EAST, PARALLEL WITH SAID EAST LINE, 138.60 FEET, TO THE POINT OF BEGINNING THENCE NORTH 90° EAST, PARALLEL WITH SAID NORTH LINE OF NORTHEAST 1/4, 222.00 FEET; THENCE NORTH 0° 23' WEST, 20.60 FEET; THENCE NORTH 90° EAST, 120.50 FEET TO THE WESTERLY LINE OF CRAWFORD AVENUE AS DEDICATED BY DOC. NO. 9648190; THENCE SOUTHERLY ALONG A CURVE CONVEX EASTERLY AND HAVING A RADIUS OF 1361.80 FEET, AND ARC DISTANCE OF 74.25 FEET TO A POINT OF TANGENCY; THENCE SOUTH 0° 23' EAST, 235.78 FEET TO THE SOUTH LINE OF THE NORTH 1/4 OF SAID NORTHEAST 1/4; THENCE SOUTH 90° WEST, 347.00 FEET; THENCE NORTH 0° 23' WEST, 16.00 FEET; THENCE NORTH 90° EAST, 307.00 FEET; THENCE NORTH 0° 23' WEST, 211.40 FEET; THENCE SOUTH 90° WEST, 305.00 FEET; THENCE NORTH 0° 23' WEST, 62.00 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

The Easement Area is depicted as the cross-hatched portion of the property as shown on Exhibit B.

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9. Said easement shall be for the benefit of the Seller's Parcel, shall run with the land, and shall be binding upon the successors and assigns of the parties hereto.

10. Purchaser shall retain the right for use of the Easement Area as driveways and parking areas; provided, however, that Purchaser shall not improve the Easement Area with any structures, fences, barriers, bushes, trees, shrubs, or cause anything to be located on the Easement Area other than the paving currently located on the Easement Area, as such may be replaced or repaired or improved from time to time, or as hereafter required by law shall not impede the driveway as it presently exists along the northerly boundary of said parcel except to reasonably repair or improve from time to time.

11. Purchaser shall maintain and keep the Easement Area free and clear of rubbish, debris, and obstructions of every kind, and shall bear all of the costs and expenses associated with maintenance and repair of the Easement Area and shall maintain and keep the Shopping Center sign located at northeast corner of said parcel in good repair, or cause to be maintained and kept in good repair, including but limited to illumination, servicing, painting, repairing and replacing the displays, and agrees to not relocate said sign without the express consent of Seller, its heirs or assigns.

12. Purchaser shall maintain at all times insurance against claims from personal injury or property damage, with limits

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of liability not less than: One Million Dollars (\$1,000,000) for injury or death to any one person; Two Million Dollars (\$2,000,000) for injury or death to more than one person; and Five Hundred Thousand Dollars (\$500,000.00) with respect to damage to property, on the Easement Area and Shopping Center sign. Purchaser shall furnish Seller with certificates evidencing that such insurance is in effect, naming Purchaser as additional insureds, and stating that Seller shall be notified in writing thirty (30) days prior to cancellation, material change or nonrenewal of insurance.

13. Purchaser shall be solely responsible for the payment of all general real estate taxes and special assessments levied against the Easement Area.

14. Purchaser hereby warrants and represents that it has the requisite authority and property right to grant the easement herein provided, subject to existing easements, conditions, and restrictions of record, and further subject to any zoning or municipal regulations or ordinances.

15. This Agreement is not intended to restrict, diminish or supersede any other agreements or surface rights or easements which may exist affecting, benefitting or burdening all or any part of the property described in this Agreement.

16. 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.

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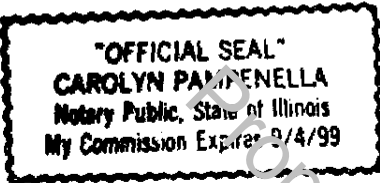
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voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal.

Date: SEP - 4 1996



Notary Public: Carolyn Pampenella

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 the above named Gregory S. Kasprzyk and MICHAEL WIELAY of AMERICAN NATIONAL BANK & TRUST COMPANY, Purchaser, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT SECRETARY and ASSISTANT SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY then and there acknowledged that said ASSISTANT SECRETARY, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said ASSISTANT SECRETARY's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal.

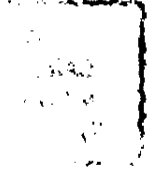
Date: Anne M Marchert

Notary Public:



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EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, AS TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Chicago Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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CONSENT OF MORTGAGEE

The undersigned, as holders of that certain Mortgage dated January 26, 1995 and recorded with the Recorder of Deeds of Cook County, Illinois on February 6, 1995 as Document 95086093, and Assignment of Rents recorded with the Recorder of Deeds of Cook County, Illinois on February 6, 1995 as Document 95086094 (collectively, the "Mortgagee") hereby consents to the execution and recording of the within Reciprocal Access Parking and Sign Easement Agreement.

In witness whereof, METROPOLITAN BANK AND TRUST COMPANY has caused this instrument to be signed by a duly authorized officer at Chicago, Illinois on this 4th of September, 1996.

METROPOLITAN BANK AND TRUST COMPANY

By: Allen C. Wessolowski

Its: ATTORNEY

Attest: _____

Its: _____

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CONSENT OF MORTGAGEE

The undersigned, as holders of that certain Mortgage dated FEBRUARY 2, 1995 and recorded with the Recorder of Deeds of Cook County, Illinois on FEBRUARY 6, 1995 as Document 95086095, (the "Mortgage") hereby consents to the execution and recording of the within Reciprocal Access Parking and Sign Easement Agreement.

In witness whereof, EDENS BANK has caused this instrument to be signed by a duly authorized officer at WILMETTE, Illinois on this 4th of September, 1996.

EDENS BANK AND TRUST COMPANY

By: William D. M'AvailIts: PresidentAttest: Joseph J. PatelIts: Asst. Vice President

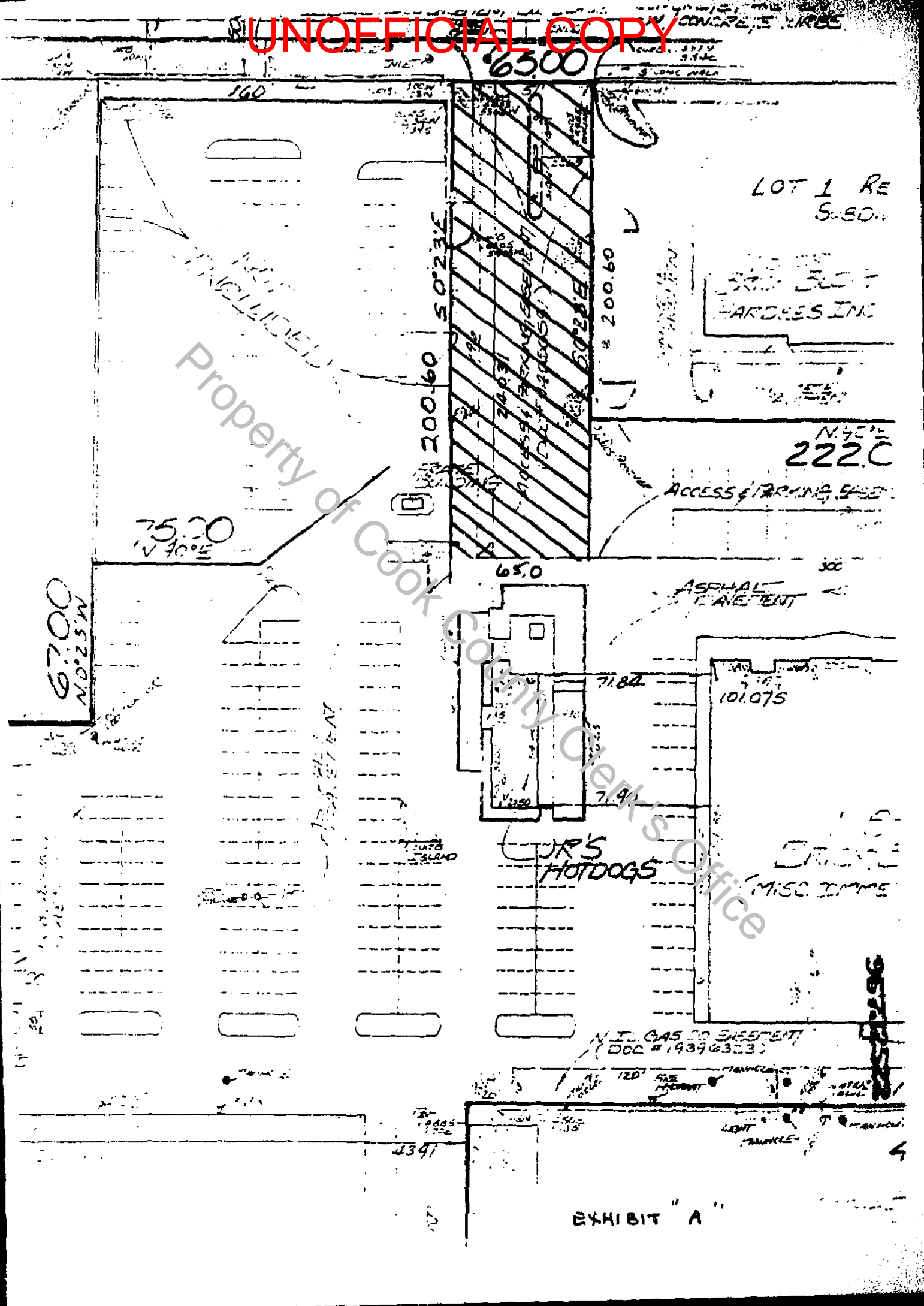
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 Angelos and Anagnos, Ltd.
 Suite 2400
 500 West Madison Street
 Chicago, Illinois 60661-2511

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65.00

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LOT 1 RE
SUBD.

3300 300
HARDRES INC

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N 42° E
222.0

ACCESS & PARKING SPACE

75.00
N 40° E

200.60

50.23 E

200.60

65.0

ASPHALT
PAVEMENT

67.00
N 52° 3' W

101.075

MR'S
HOTDOGS

MISC. COMME

N.T. GAS CO EASEMENT
(DOC # 19396323)

120' FIRE
EASEMENT

3391

EXHIBIT "A"

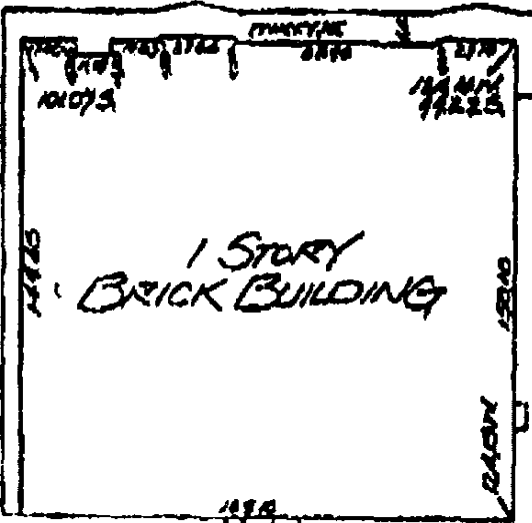
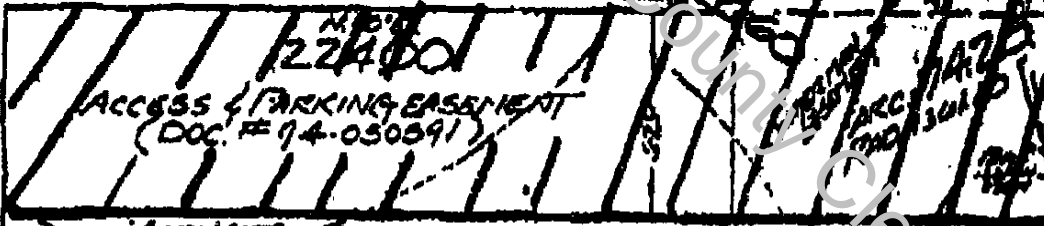
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SOUTH LINE OF 103RD STREET



Line of north-south fence and easement

590'00" W
347'00"

EXHIBIT B



SECTION 30-3

ANFORD

SECTION 30-3

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