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Recording requested by
and when recorded return to:

American Stores Properties, Inc.
P.O. Box 27447
Salt Lake City, Utah 84127-0447
Attn: Legal (LAA 01-6239)

DEPT-01 RECORDING \$45.50
T#7777 TRAM 7122 02/16/96 13:21:00
#9558 + SK *-96-127707
COOK COUNTY RECORDER

(Space Above This Line For Recorder's Use)

RECORDABLE EASEMENT AGREEMENT

THIS RECORDABLE EASEMENT AGREEMENT ("Agreement") is made and entered into as of this 24th day of January, 1996, by and between BANK OF CHICAGO, not individually, but as Trustee under Trust Agreement dated January 4, 1990 and known as Trust Number 90-1-3 ("Trustee"), GREGORY CHENTNIK and NANCY CHENTNIK, husband and wife (collectively, "Chentnik"), and JETCO PROPERTIES, INC., a Delaware corporation ("Jetco"). Trustee, Chentnik and Jetco are sometimes referred to collectively as the "Parties" and individually as a "Party".

RECITALS

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- A. Trustee is the legal owner of that certain real property located in the City of Chicago, County of Cook, State of Illinois, which property is legally described in Exhibit A attached hereto ("Chentnik Property").
- B. Chentnik is the owner of the beneficial interest in the Chentnik Property.
- C. Jetco is the owner of that certain real property located in the City of Chicago, County of Cook, State of Illinois, which property is legally described in Exhibit P attached hereto ("Jetco Property").
- D. Chentnik and Trustee desire to grant to Jetco an easement for ingress and egress benefitting the Jetco Property and burdening the Chentnik Property as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Ingress/Egress Easement.**

Jewel Store No. 01-6239
Chicago, Illinois

C:\LAA\001\6239\RECRDABL.FRM
December 11, 1995

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1.1. **Rights Granted to Jetco.** Chentnik and Trustee hereby grant to Jetco for the benefit of Jetco and American Stores Company, a Delaware corporation ("ASC"), and the "Affiliated Companies" (defined below), upon each and every term and condition contained herein, a non-exclusive easement and right of way ("Access Easement") for ingress and egress by vehicular and pedestrian traffic upon, over, across, and through that portion of the Chentnik Property legally described in the attached Exhibit C ("Access Easement Area"). For purposes of this Agreement, the term Affiliated Companies is specifically defined as any entity which is owned or ultimately owned (i.e., through various subsidiaries), controlled by, or under common control with ASC. The Access Easement may be used for (i) the purpose of providing delivery access to and from the Jetco Property from the public streets and alley-ways adjacent to the Jetco Property or the Chentnik Property, and (ii) the purpose of vehicular and pedestrian ingress and egress between the Jetco Property and the public streets and alley-ways adjacent to the Jetco Property or the Chentnik Property, and specifically includes the right to construct, maintain, repair, replace, alter, or add to the roadways and related improvements within the Access Easement Area such as, but not limited to, sidewalks, curbs, gutters, fencing, guardrails and landscaping.

1.2 **Rights of Non-Affiliate Companies.** In the event the Jetco Property is leased or subleased to any entity other than Jetco, ASC or an Affiliated Company ("Non-Affiliate Company"), the Access Easement shall inure to the benefit of such Non-Affiliate Company only upon Chentnik's written approval of the proposed use of the Access Easement Area by such Non-Affiliate Company. Chentnik's approval hereunder shall not be unreasonably withheld and shall be based upon the relative burden to be placed upon the Access Easement Area by such proposed use as compared to the burden upon such property by Jetco, ASC or an Affiliated Company. In the event of a lease or sublease of the Jetco Property to a Non-Affiliate Company, Jetco shall remain primarily liable for all maintenance obligations under Section 3 below.

1.3 **Non-exclusivity.** Chentnik shall have the right at all times to use the Access Easement Area in the same manner and for the same purposes as herein granted to Jetco, ASC and the Affiliated Companies and shall not unreasonably interfere with the use and enjoyment thereof by Jetco, ASC and the Affiliated Companies. Notwithstanding the foregoing, Chentnik shall not place, or cause to be placed, any obstruction in the Access Easement Area which would impede the flow of vehicular and/or pedestrian traffic over, across or through the Access Easement Area. Chentnik shall be solely responsible for all liabilities and/or damage to the Access Easement Area arising out of or related to Chentnik's exercise of its rights hereunder.

2. **Maintenance and Repair of Access Easement Areas.** Except as otherwise provided herein, Jetco shall be responsible for the reasonable maintenance and repair of the surface improvements located within the Access Easement Area such as sidewalks, curbs, gutters, fencing, guardrails and landscaping.

3. **Compliance with Laws.** All improvements, installation and work to be constructed or

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performed in the Access Easement Area by any Party pursuant to this Agreement shall be constructed and/or performed in compliance with all applicable laws, ordinances, orders, rules, regulations and requirements of any governmental entity having jurisdiction over the Chentnik Property or the respective Access Easement Area ("Laws").

4. **Covenants Run with Land.** Unless otherwise terminated in accordance with Section 5, below, the Access Easement, together with the restrictions, covenants and agreements contained herein shall, to the extent set forth in Section 1.1, above, be appurtenant to and for the benefit of the Jetco Property and shall be a burden upon the Chentnik Property, and shall run with the land. Except as otherwise terminated pursuant to Section 5 below, the Access Easement, this Agreement and the restrictions, covenants, benefits and obligations created hereby shall be binding upon and shall, to the extent set forth in Section 1.1, above, inure to the benefit of all present and future holders of interests in the Jetco Property and the Chentnik Property and shall be deemed a covenant running with the land.

5. **Term and Termination.**

5.1 **Term.** This Agreement and the Access Easement granted herein shall be effective as of the date first stated above and shall continue in effect for so long as the Jetco Property is owned by Jetco, ASC, or an Affiliated Company.

5.2 **Termination by Jetco.** Jetco may terminate this Agreement, the Access Easement and all restrictions, covenants, benefits and obligations of the Parties hereunder, at any time, by quit claiming its interest hereunder to the then current owner of the Access Easement Area.

5.3 **Automatic Termination.** This Agreement, the Access Easement and all restrictions, covenants, benefits and obligations of the Parties hereunder shall immediately terminate and be of no further force or effect upon conveyance of the Jetco Property title to any party other than Jetco, ASC or an Affiliated Company. The Parties agree to execute such further documentation as may be reasonably required to verify any termination hereunder.

6. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as the Parties may designate by written notice in the above manner:

To Chentnik: Gregory and Nancy Chentnik	To Trustee: Bank of Chicago Land Trust Dept.
9807 W. Somerset Lane	6353 W. 55th Street
Palos Park, Illinois 60464	Chicago, IL 60638
Tax Payer Id. No. 344-42-7416	Fax No. (312) 581-9194

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To Jetco: Jetco Properties, Inc.
C/O American Stores Properties, Inc.
2100 Swift Drive
Oakbrook, Illinois 60521
Fax No. (708) 571-6143
Attn: Real Estate Dept. (01-6239)

With Copy: American Stores Properties, Inc.
P.O. Box 27447
Salt Lake City, Utah 84127-0447
Attn: Legal Dept. (01-6239)

Street Address:
444 East 100 South
Salt Lake City, Utah 84111
Fax No. (801) 320-5595
Attn: Legal Dept. (01-6329)

Communications may also be given by fax, provided the communication is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery.

7. Miscellaneous.

7.1 Authority. All individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the respective Party on whose behalf they are executing this document. Additionally, Trustee and Chentnik represent that they have full authority to execute and to be bound by this Agreement, without the joinder or consent of any person or entity other than the Consent and Subordination of Chentnik's Lender which Consent and Subordination is attached hereto as Exhibit D.

7.2 Entire Agreement. This Agreement constitutes a complete and final description of the Parties' entire agreement, as to all matters referenced herein.

7.3 Invalidity, Modification, Governing Law. If any provision of this Agreement is held invalid later, it will not affect the validity of the remainder of this Agreement. Except as otherwise stated herein, this Agreement cannot be changed, modified, or canceled except through a writing that is signed by all Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

7.4 Successors and Assigns. Except as otherwise terminated pursuant to Section 5 above, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns.

7.5 Attorneys' Fees. In the event either Party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the

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right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action. "Legal proceedings" includes appeals from a lower court judgment as well as proceedings in the Federal Bankruptcy Court ("Bankruptcy Court"), whether or not they are adversary proceedings or contested matters. The "prevailing Party" (i) as used in the context of proceedings in the Bankruptcy Court means the prevailing Party in an adversary proceeding or contested matter, or any other actions taken by the non-bankruptcy Party which are reasonably necessary to protect its rights under this Lease, and (ii) as used in the context of proceedings in any court other than the Bankruptcy Court means the Party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the Party sought; so that, for example, the prevailing Party may be a Party which is ordered to pay \$100.00 where the obligation to pay \$80.00 was undisputed and the claiming Party alleged that it was entitled to \$1,000.00.

7.6. **Exhibits.** Exhibits A, B, C, and D attached hereto are incorporated in this Agreement by this reference.

THE SUBMISSION OF THIS AGREEMENT FOR EXAMINATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED HEREIN DOES NOT CONSTITUTE AN OFFER BY JETCO, AND THE EXECUTION OF THIS AGREEMENT BY CHENTNIK OR TRUSTEE DOES NOT CONSTITUTE A BINDING AGREEMENT UNTIL SUCH TIME AS THIS AGREEMENT HAS BEEN APPROVED BY THE GOVERNING REAL ESTATE COMMITTEE OF JETCO, EXECUTED BY AUTHORIZED OFFICERS OF JETCO, AND DELIVERED TO ALL PARTIES.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

GREGORY CHENTNIK and NANCY CHENTNIK, husband and wife

By: Gregory D. Chentnik
Gregory Chentnik

By: Nancy Chentnik
Nancy Chentnik

"Chentnik"

APPROVED AS TO FORM
ASPI LEGAL
Jim Adamson

JETCO PROPERTIES, INC., a Delaware corporation

By: [Signature]
Its: EXECUTIVE VICE President

ATTEST:

By: Wendell W. Guastamachio
Its: ASSISTANT Secretary

"Jetco"

Approved for Execution

Wk
Wendell W. Guastamachio

BANK OF CHICAGO, not individually, but as Trustee under Trust Agreement dated January 4, 1990 and known as Trust Number 90-1-3

ALLONGE RIDER FOR SIGNATORY PURPOSES

By: _____
Its: Land Trust Officer

ATTEST:

By: _____
Its: Vice President

"Trustee"

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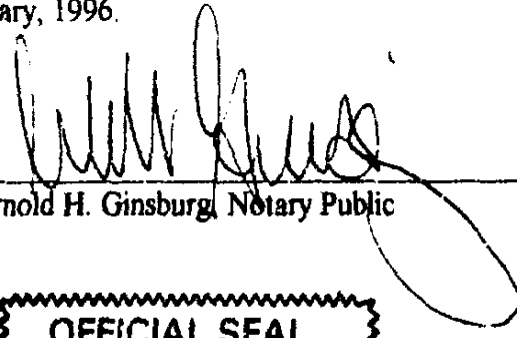
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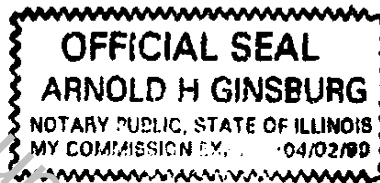
State of Illinois)
) ss
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Gregory D. Chentnik and Nancy Chentnik, his wife, 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, sealed and delivered the said
instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official, this 7th day of February, 1996.



Arnold H. Ginsburg, Notary Public



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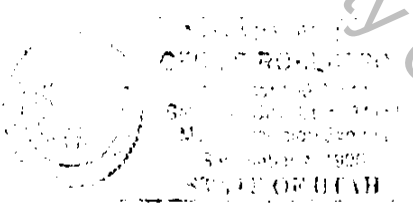
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STATE OF UTAH)
 : S. S.
COUNTY OF SALT LAKE)

On February 13, 1996, before me, Cecile Robertson, a notary public in and for such County and State, personally appeared Jack Lunt and Wende W. Guastamachio, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



Cecile Robertson
Notary Public

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EXHIBIT A

[LEGAL DESCRIPTION OF CHENTNIK PROPERTY]

LOTS 34, 35, 36, AND 37 IN BLOCK 25 IN BARTLETT HIGHLANDS,
BEING A SUBDIVISION OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 1/2
OF THE EAST 1/2 THEREOF) OF SECTION 8, TOWNSHIP 38 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6287 SOUTH ARCHER AVENUE, CHICAGO,
ILLINOIS.

14-1-08-331-095

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EXHIBIT B

[LEGAL DESCRIPTION OF JETCO PROPERTY]

LOTS 1-30, BOTH INCLUSIVE, IN BLOCK 25 IN BARTLETT'S
HIGHLANDS SUBDIVISION IN THE SOUTHWEST 1/4 (EXCEPT THE
EAST 1/2 OF THE EAST 1/2 THEREOF) OF SECTION 8, TOWNSHIP 38
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 26, 1912
AS DOCUMENT NUMBER 5050528 IN COOK COUNTY, ILLINOIS.

Property # 19-06-231-095

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EXHIBIT C

[LEGAL DESCRIPTION OF ACCESS EASEMENT AREA]

THAT PART OF LOT 37 IN BLOCK 25 IN BARTLETT HIGHLANDS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 1/2 OF THE EAST 1/2 THEREOF) OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT 13.27 FEET EASTERLY OF THE SOUTHWESTERLY CORNER OF LOT 37 ON THE SOUTHERLY LINE OF SAID LOT 37; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 37, A DISTANCE OF 13.27 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 37; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 37, A DISTANCE OF 8.40 FEET TO A POINT; THENCE SOUTHEASTERLY A DISTANCE OF 14.53 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Plan - 17-06-331-095

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EXHIBIT D

CONSENT AND SUBORDINATION OF LENDER

Bank of Chicago ("Lender") is the beneficiary/mortgagee under that certain ~~Deed~~
~~of Trust/Mortgage~~ dated 7/24/95, and recorded 7/26/95, at Chicago
in the Official Records of Cook County, Illinois (the "~~Deed of~~
~~Trust/Mortgage~~").

Lender hereby consents to the terms and conditions of the Recordable Easement Agreement ("Agreement") to which this Consent and Subordination of Lender is attached and agrees that its interest in the real property which is the subject of the Agreement, pursuant to the Deed of Trust/Mortgage or otherwise, is and shall hereafter be subject and subordinate to the terms of such Agreement.

Executed this 8th day of January, 1996.

BANK OF CHICAGO

By: Donald A. Stanczyk
Its: Senior Vice President

By: David A. Lee
Its: Senior Vice President

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