

UNOFFICIAL COPY

RECIPROCAL EASEMENT AGREEMENT

97192809

DEPT-01 RECORDING \$39.00
T40012 TRAN 4374 03/20/97 14137100
45545 # CG # -97-192809
COOK COUNTY RECORDER

The above space for recorder's use only

76-41373-112

AGREEMENT made March 17, 1997, between CAPITOL BANK AND TRUST, as Trustee under and pursuant to a Trust Agreement dated December 18, 1986 and known as Trust No. 1223 with its principal place of business in the City of Chicago, County of Cook and State of Illinois (hereinafter sometimes referred to as "CAPITOL") and WESTERN SPRINGS NATIONAL BANK AND TRUST, as Trustee, under and pursuant to a Trust Agreement dated September 8, 1993 and known as Trust No. 3431, with its principal place of business in the Village of Western Springs, County of Cook and State of Illinois (hereinafter sometimes referred to as "WESTERN"; and

WHEREAS, WESTERN is the owner in fee of that certain real property located in the City of Chicago, County of Cook and State of Illinois, as more fully described in the Legal Description Rider I and depicted and denoted on Exhibit A each attached hereto and made a part hereof (hereinafter sometimes referred to as "PREMISES A"); and

WHEREAS, CAPITOL is the owner in fee of that certain real property located in the City of Chicago, County of Cook and State of Illinois, as more fully described in the Legal Description Rider II and depicted and denoted on Exhibit B each attached hereto and made a part hereof (hereinafter sometimes referred to as "PREMISES B"); and

WHEREAS, CAPITOL and WESTERN, as joint venturers, are now conducting and operating on PREMISES A and PREMISES B a shopping center known as the Plaza De Eleni;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves, and their successors, and assigns, as follows:

1. Prohibition of Improvements on Parking Areas and Pedestrian Walk Areas. WESTERN, without the written consent of CAPITOL, shall not build or maintain or

THIS INSTRUMENT PREPARED BY:
AND TO BE RETURNED TO:

JOHN C. POLALES
JOHN C. POLALES, LTD.
20 North Clark, Suite 1000
Chicago, IL 60602

PINS: 17-30-100-024/25
2215 S. Western Avenue
Chicago, IL 60608

PINS: 17-30-100-001/002/003/004/005/006/007
2337 W. Cermak Road
Chicago, IL 60608

39,
97192809
BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

permit to be built or maintained any structure on the land delineated on Exhibit A of Premises A as the parking area and pedestrian walk(s) area and CAPITOL, without the written consent of WESTERN, shall not build or maintain or permit to be built or maintained, any structure on the land delineated on Exhibit B of Premises B as the pedestrian walk areas. These restrictions shall not apply to light towers, appurtenant electrical equipment, signs, fences, gates, or other similar structures which at the time of the erection thereof are usual in connection with the operation of shopping center parking areas and pedestrian traffic areas.

2. Parking and Pedestrian Walk Easement Areas to CAPITOL. CAPITOL and all tenants and licensees of Premises B or any part thereof and their business invitees, licensees, and employees shall have the right to use, the following areas as parking areas (which expression as used herein includes entrances, exits, driveways and pedestrian walks) in common with WESTERN and all tenants and licensees of Premises A or any part thereof and their business invitees, licensees, and employees:

(a) the area of the land delineated on Exhibit A of Premises A for Parking and pedestrian walk as such area(s) are further depicted on Exhibit A of Premises A by cross-hatching on such Exhibit A of Premises A; and

(b) such additional portions of Premises A as may from time to time be designated for customer parking or pedestrian walk(s) by the person in control thereof.

3. Pedestrian Walk Easement Area to WESTERN. WESTERN and all tenants and licensees of Premises A or any part thereof and their business invitees, licensees, and employees shall have the right to use, the following pedestrian walk area(s) in common with CAPITOL and all tenants and licensees of Premises B or any part thereof and their business invitees, licensees, and employees:

(a) the area of the land delineated on Exhibit B of Premises B for pedestrian walk(s) as such area(s) are further depicted on Exhibit B of Premises B by cross-hatching on such Exhibit B of Premises B.

(b) such additional portions of Premises B as may from time to time be designated for pedestrian walk area(s) by the person in control thereof.

4. Maintenance of easement areas. Each party shall maintain and keep in good repair the parking area and or walkway area situated on its premises and shall keep such parking areas striped and the parking areas and pedestrian walk area clear and free of snow, ice, rubbish, and obstructions of every nature, and shall provide adequate drainage and lighting thereon. The parking areas and pedestrian walkway(s) on both premises shall meet at equal grades and no obstructions shall be erected or permitted upon either premises which will in any way interfere with any rights granted by this agreement. Neither party shall change the striping of the parking spaces and the exits, driveways and walkway areas on its premises without the other party's written

97192809

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

consent. Each party shall maintain at all times insurance against claims for personal injury or property damage in an amount not less than \$1,000,000.00 with respect to any single personal injury, \$2,000,000.00 with respect to all personal injuries suffered in an accident, and \$1,000,000.00 with respect to property damage. The policies shall provide that the insurance carrier shall give written notice of cancellation to the insured(s) at least ten (10) days prior to the effective date thereof. Annually, each party shall provide the other with a certificate of insurance, evidencing the existence of a valid policy of insurance in conformity with the above specifications.

5. Term. This agreement shall continue for a term of twenty-five (25) years from the date hereof, or so long as both Premises A and Premises B shall be used for one or more retail commercial establishments, whichever shall be longer. Temporary cessation of use upon either premises due to fire or other casualty, acts of God, labor difficulties, or other causes beyond the reasonable control of the owner and a temporary cessation of use for not more than one hundred eighty (180) consecutive days for the purpose of making alterations, repairs or other improvements, shall not be deemed a cessation of use within the meaning of this paragraph 5.

6. Covenants running with land. The easements hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, and assigns, including, but without limitation, all subsequent owners of Premises A and of Premises B and all persons claiming under them.

7. Entire agreement. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

8. Notices. All notices under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses.

9. Non-waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

10. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

11. Governing law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

12. Counterparts. This Agreement may be executed in two or more

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

This instrument **IN WITNESS WHEREOF** the parties have signed and each party has affixed its not personal **corporate seal to this Agreement**: 1. All the covenants and conditions to be performed hereunder by CAPITOL BANK AND TRUST are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against CAPITOL BANK AND TRUST by reason of any of the covenants, representations or warranties contained in this instrument.

CAPITOL BANK AND TRUST,
as Trustee under Trust No. 1223

By: Sharon K. Crowley
Sharon K. Crowley,
Trust Officer

ATTEST:

Paul M. Warner
Paul M. Warner,
Assistant Trust Officer

WESTERN SPRINGS NATIONAL
BANK AND TRUST, as Trustee
under Trust No. 3431 *AND NOT*
personally.

By: Shirley M. Nelson
Trust Officer

This instrument is executed by the Western Springs National Bank and Trust, Western Springs, Illinois, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by the Western Springs National Bank and Trust, Western Springs, Illinois, are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against the Western Springs National Bank and Trust, Western Springs, Illinois, by reason of any of the covenants, statements, representations or warranties contained in the instrument.

ATTEST:

Vanya Nelson
A.T.O.

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Sharon K. Crowley, T.O. & Paul M. Warner, A.T.O. of CAPITOL BANK AND TRUST personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March 19 97



My Commission Expires: 8/8/97

STATE OF ILLINOIS)
COUNTY OF COOK)

I, MARY J BOWERS, a notary public in and for said County, in the State aforesaid, do hereby certify that Shirley M. Nelson and Paul M. Warner, A.T.O. of WESTERN

97192809

UNOFFICIAL COPY

Property of Cook County Clerk's Office

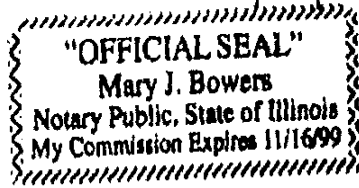
UNOFFICIAL COPY

SPRINGS NATIONAL BANK AND TRUST personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 1997

Mary J. Bowers
Notary Public

My Commission Expires: 11/16/99



Property of Cook County Clerk's Office

97192809

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LEGAL DESCRIPTION RIDER I

ATTACHED TO AND MADE A PART OF Reciprocal Easement Agreement made March 17, 1997 between CAPITOL BANK AND TRUST, as Trustee under and pursuant to a Trust Agreement dated December 18, 1986 and known as Trust No. 1223, therein sometimes referred to as "CAPITOL" and WESTERN SPRINGS NATIONAL BANK AND TRUST, as Trustee under and pursuant to a Trust Agreement dated September 8, 1993 and known as Trust No. 3431, therein sometimes referred to as "WESTERN".

LOTS 15, 16, 17, 18, 19, 20, 21, 22, 23 AND THE EAST 8 FEET OF LOT 24 IN C. H. BAKER'S SUBDIVISION OF BLOCK 2 IN LAUGHTON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (PREMISES A).

Property of Cook County Clerk's Office

97192809

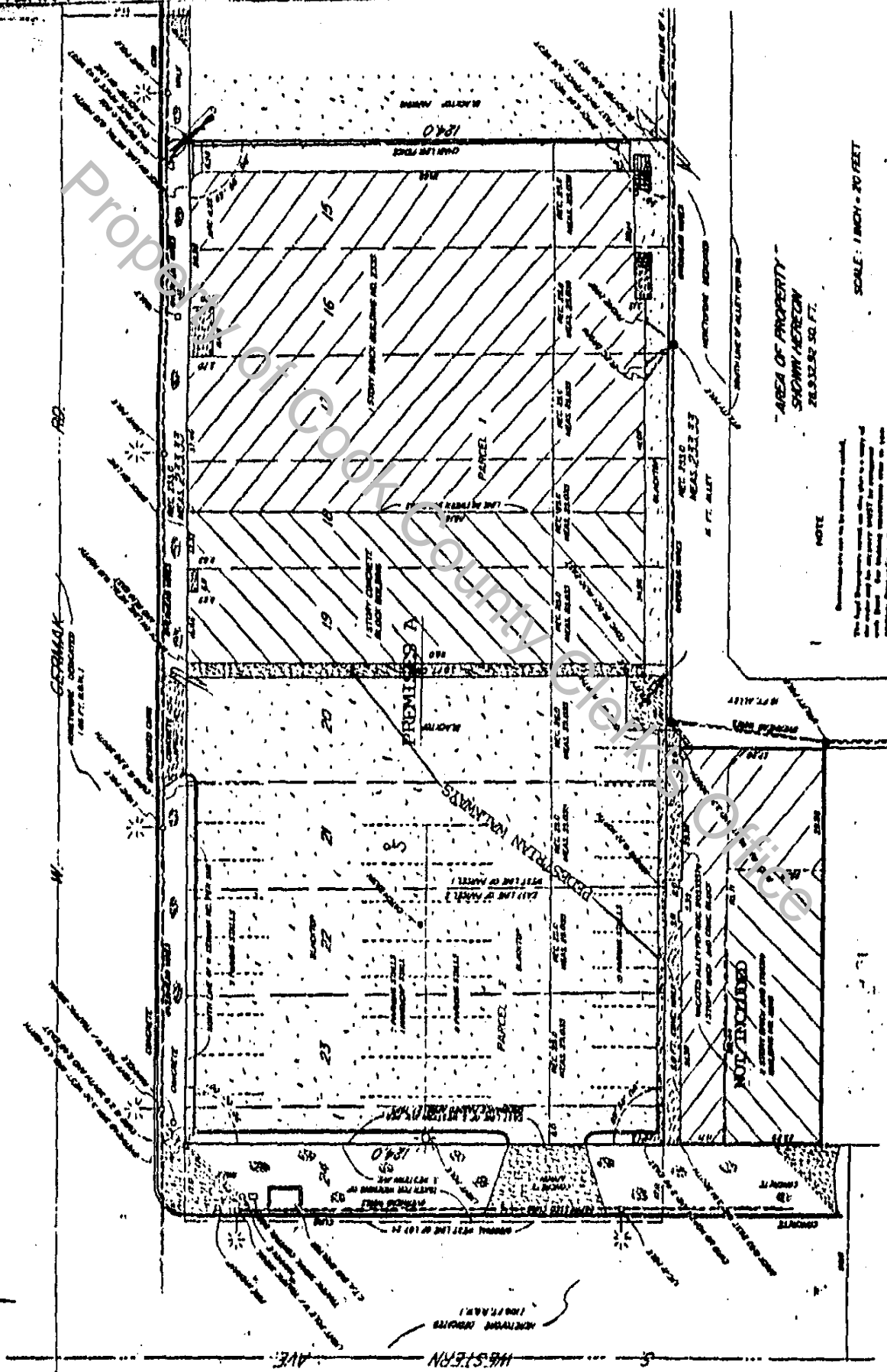
UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

ATTACHED TO AND MADE A PART OF Reciprocal Easement Agreement made March 17, 1997 between CAPITOL BANK AND TRUST, as Trustee under and pursuant to a Trust Agreement dated December 18, 1986 and known as Trust No. 1223, therein sometimes referred to as "CAPITOL" and WESTERN SPRINGS NATIONAL BANK AND TRUST, as Trustee under and pursuant to a Trust Agreement dated September 8, 1993 and known as Trust No. 3431, therein sometimes referred to as "WESTERN"



97192809

UNOFFICIAL COPY

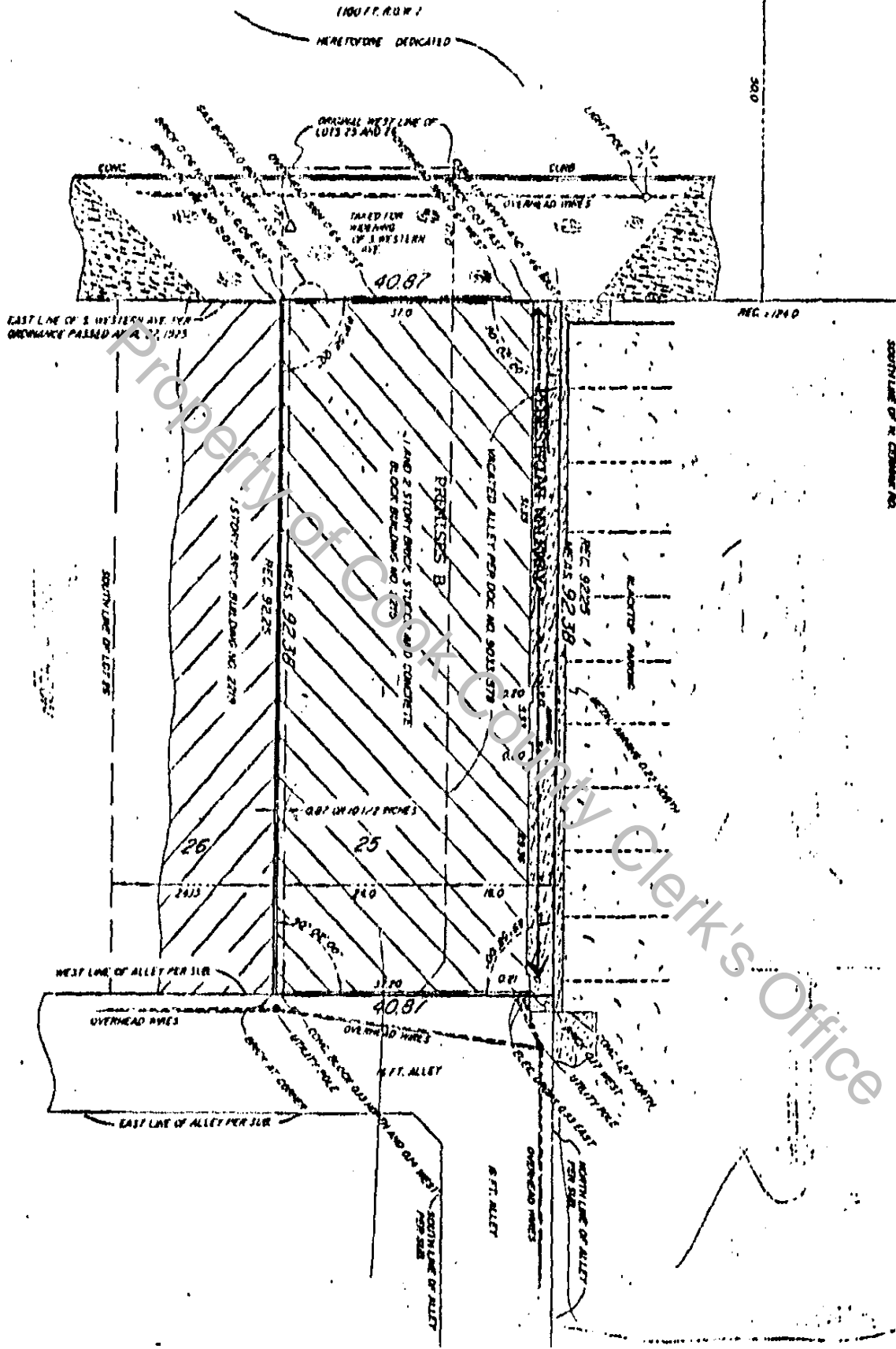
Property of Cook County Clerk's Office

UNOFFICIAL COPY

LEGAL DESCRIPTION RIDER II

ATTACHED TO AND MADE A PART OF Reciprocal Easement Agreement made March 17, 1997 between CAPITOL BANK AND TRUST, as Trustee under and pursuant to a Trust Agreement dated December 18, 1986 and known as Trust No. 1223, therein sometimes referred to as "CAPITOL" and WESTERN SPRINGS NATIONAL BANK AND TRUST, as Trustee under and pursuant to a Trust Agreement dated September 8, 1993 and known as Trust No. 3431, therein sometimes referred to as "WESTERN".

LOT 25 AND THE NORTH 10 1/2 INCHES OF LOT 26 (EXCEPT THAT PART TAKEN BY ORDINANCE FOR WIDENING OF SOUTH WESTERN AVENUE, PASSED APRIL 27, 1925) AND ALL OF VACATED ALLEY AS PER DOCUMENT NUMBER 90333578, ALL IN C. H. BAKER'S SUBDIVISION OF BLOCK 2 IN LAUGHTON AND OTHERS SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (PREMISES B).



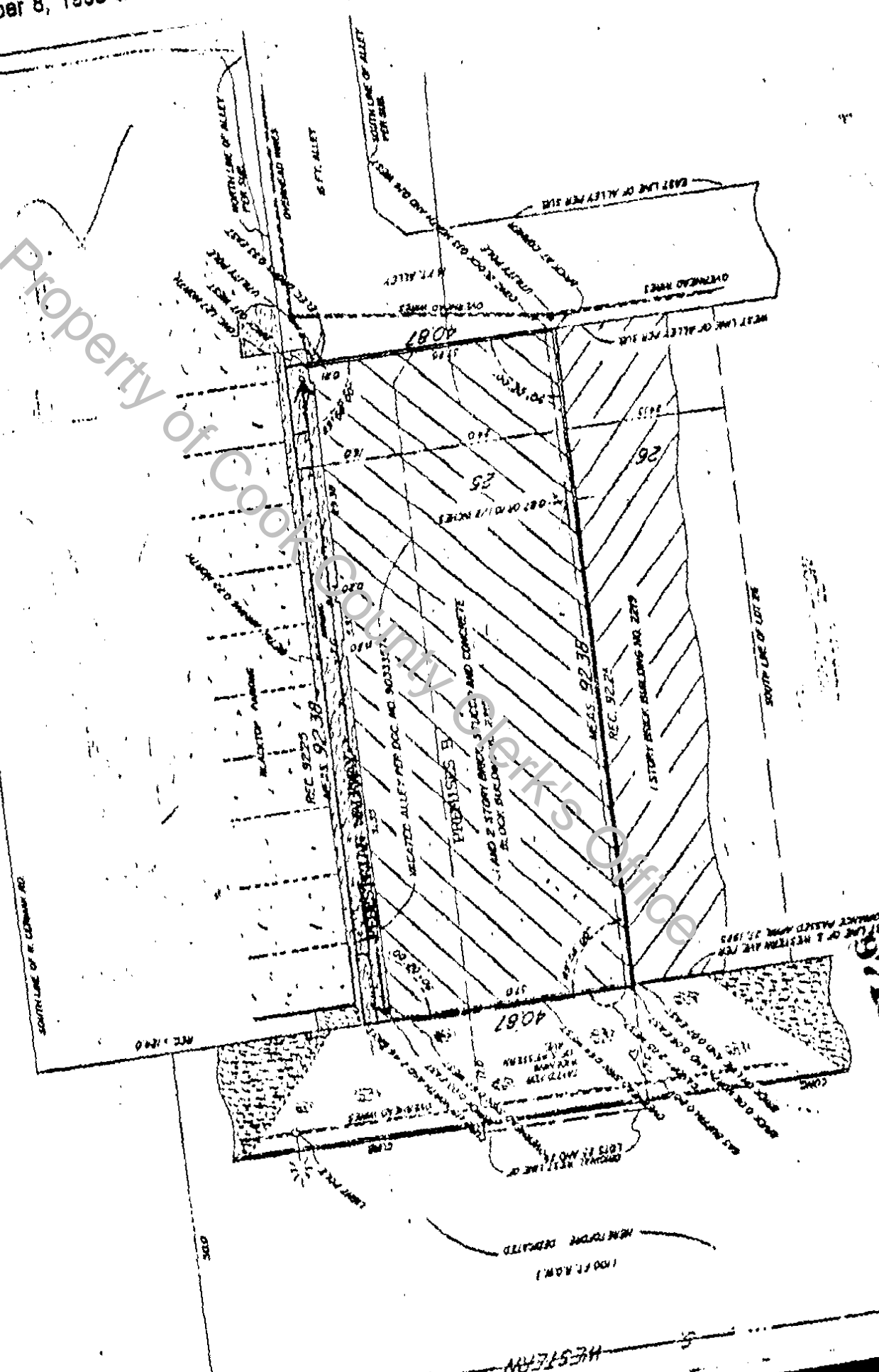
ATTACHED TO AND MADE A PART OF Reciprocal Easement Agreement made March 1997 between CAPITOL BANK AND TRUST, as Trustee under and pursuant to a Trust Agreement dated December 18, 1986 and known as Trust No. 1223, therein sometimes referred to as "CAPITOL" and WESTERN SPRINGS NATIONAL BANK AND TRUST, as Trustee under and pursuant to a Trust Agreement dated September 8, 1993 and known as Trust No. 3431, therein sometimes referred to as "WESTERN".

97192809

EXHIBIT
ATTACHED TO AND MADE A PART OF Reciprocal Easement Agreement made March
between CAPITOL BANK AND TRUST, as Trustee under and pursuant to a Trust Agreement dated
September 18, 1986 and known as Trust No. 1223, therein sometimes referred to as "CAPITOL" and
WESTERN SPRINGS NATIONAL BANK AND TRUST, as Trustee under and pursuant to a Trust
Agreement dated September 8, 1993 and known as Trust No. 3431, therein sometimes referred to as
"WESTERN".

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Property of Cook County Clerk's Office