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Cook County Recorder 65.50



ASSIGNMENT OF EASEMENT AGREEMENT

THIS ASSIGNMENT is made as of September 21, 2000, by and between the CITY OF CHICAGO, a municipal corporation (the "City") and the STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION ("IDOT").

WHEREAS, the City is the grantee in the record owner of that certain easement and right-of-way for a drainage tunnel (the "Tunnel") by virtue of that certain easement agreement dated December 15, 1950, recorded March 16, 1951 with the Cook County Recorder of Deeds as Document No. 15031722, granted by Chicago Union Station (the "Easement Agreement"), affecting the property commonly known as 300 South Riverside, Chicago, Illinois and legally described in attached Exhibit A. A copy of the Easement Agreement is attached hereto and incorporated herein by reference as Exhibit B;

WHEREAS, the City, Cook County and State of Illinois, by and through its Department of Public Works and Buildings, entered into a Comprehensive Superhighway Agreement dated June 19, 1952 (the "Superhighway Agreement"), which sets forth the relative rights and duties among the City, State and County with respect to the Comprehensive Superhighway System, which included the Tunnel. A copy of the Superhighway Agreement is attached hereto as Exhibit C and incorporated herein by reference;

WHEREAS, IDOT is the successor department of State government to the Department of Public Works and Buildings;

WHEREAS, the Tunnel is an integral part of and provides drainage for the Congress Street Superhighway, n/k/a the Eisenhower (I-290) Expressway, and, according to the Superhighway Agreement, is under the jurisdiction and control of the State of Illinois, by and through IDOT;

WHEREAS, it was the intention of the City and the State of Illinois that the Tunnel and the Easement Agreement be assigned and transferred to and inure to the benefit of IDOT by virtue of the

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Superhighway Agreement effective June 19, 1952; and

WHEREAS, the City and IDOT wish to clarify and confirm the relative rights and duties among them with respect to the Easement Agreement and the Tunnel, and the Superhighway Agreement.

NOW THEREFORE, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration the parties hereto agree as follows:

- (1) The City hereby confirms and agrees that by virtue of the Superhighway Agreement, effective June 19, 1952 it: (a) transferred, assigned and conveyed to IDOT all of its rights, title and interest in and to the Tunnel; and (b) transferred, assigned and conveyed to IDOT all of its right, title and interest in and under the Easement Agreement;
- (2) The City hereby transfers, assigns and conveys to IDOT: (a) any and all remaining rights, title and interest it may have in and to the Tunnel; and (b) any and all remaining rights, title and interest it may have in and under the Easement Agreement, including but not limited to any claim or cause of action against Chicago Union Station, et., al. relating to the Tunnel; and
- (3) The City, by virtue of this Agreement, will not be responsible for: (a) any third party claims, damages, demands or causes of action relating to the Tunnel that occurred prior to this Agreement; or (b) any claims, damages demands or causes of action for negligent acts and/or omissions of IDOT or its agents relating to the Tunnel prior to the effective date of this Agreement; or (c) any charges, fees or costs incurred by IDOT asserted against the City in the operation, maintenance, repair or upkeep of the Tunnel that occurred prior to this Agreement.

Prepared By and
To Be Mailed To:
Patrick C. Turner, Esq.
527 South Wells Street
Chicago, Illinois 60607
(312) 987-1900

CITY OF CHICAGO,

BY: *Judith C. Rice*

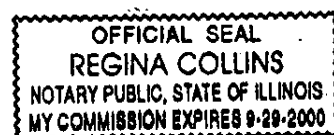
ATTEST:

BY: *Michael S. Ruffel*

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing Instrument was acknowledged before me on September 21, 2000, by Judith C. Rice, the Commissioner of the Department of Transportation of the CITY OF CHICAGO, on behalf of the CITY OF CHICAGO.

Regina Collins 9/29/2000
NOTARY PUBLIC



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LEGAL DESCRIPTION

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PARCEL 1:

LOT 7 IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, INCLUSIVE, BLOCK 78, PARTS OF BLOCKS 61 AND 77, AND CERTAIN VACATED STREETS AND ALLEYS, IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RAILROAD COMPANIES' SUBDIVISION RECORDED MARCH 29, 1924, AS DOCUMENT 8339751; IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST 1/2 OF CANAL STREET LYING WEST OF AND ADJOINING LOT 7 IN RAILROAD COMPANIES' SUBDIVISION AFORESAID, LYING SOUTH OF THE EASTWARD EXTENSION OF THE NORTH LINE OF LOT 11 IN ASSESSOR'S DIVISION OF BLOCK 52 IN SCHOOL SECTION ADDITION TO CHICAGO AFORESAID, AND LYING NORTH OF THE EASTWARD EXTENSION OF THE SOUTH LINE OF SAID LOT 11; IN COOK COUNTY, ILLINOIS.

Common Address: 300 South Riverside
Chicago, Illinois

PIN No's. 17-16-121-003-6001
17-16-121-003-6002

EXHIBIT A

THIS AGREEMENT, made and entered into this 15th day of December, 1950, by and between CHICAGO UNION STATION COMPANY, a corporation organized under the laws of the State of Illinois, hereinafter called "Station", as party of the first part; CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereinafter called "City", as party of the second part; and CHICAGO TRANSIT AUTHORITY, a municipal corporation of the State of Illinois, hereinafter called "Transit", as party of the third part;

W I T N E S S E T H :

WHEREAS, City, jointly with the County of Cook and the State of Illinois, is constructing a superhighway in and along E. and W. Congress Street and other streets from Lake Shore Drive (formerly Field Drive) to S. Austin Boulevard in the City of Chicago, County of Cook, and State of Illinois, designated as the West Route of the Comprehensive Superhighway System, and that portion of said superhighway which is to be located between S. Halsted Street and S. Austin Boulevard is to be depressed below the level of adjacent streets and public ways thereby requiring the construction, maintenance and operation of a drainage system to be used exclusively for the superhighway, including a main drain extending to a pumping station which is to be constructed near the intersection of W. Van Buren Street and S. Desplains Street and thence continuing as a conduit to an outlet structure to be constructed at the West Bank of the South Branch of the Chicago River; and

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EX-10

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WHEREAS, there is an existing conduit or water tunnel between W. Jackson Boulevard and W. Van Buren Street, extending from S. Canal Street in an easterly direction across and under the property now owned by Station and ending at the easterly property line of Station which adjoins the real property of Pittsburgh, Fort Wayne and Chicago Railway Company, and whereas City proposes to use such conduit as a part of such drainage system; and

WHEREAS, said conduit was used for water intake purposes under the terms of an agreement dated January 12, 1896 and various amendments thereto, between the predecessors in interest of Station and Transit and Transit wishes to abandon and give up all rights it has to said conduit under said agreement and to be relieved of all obligations under said agreement; and Station and Transit now desire to fully settle and determine all rights and obligations which may be outstanding under and by virtue of the aforesaid agreements; and

WHEREAS, Station is willing to permit the City to reconstruct and use said existing conduit for the purposes of such drainage system under the terms and conditions and covenants to be kept by the City, as hereinafter set forth, which are agreeable to the City:

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. Transit does hereby relinquish and give up any and all rights it may have in and to the reconstruction, maintenance and use of said underground water conduit in and under

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property of Station as was granted by the hereinbefore recited agreement of January 15, 1896, and amendments thereto; and Railroad in consideration thereof does hereby release Transit from all obligations on Transit's part to be performed under said agreements.

2. Station for and in consideration of the sum of fifteen thousand and no/100 DOLLARS (\$15,000.00), the receipt of which by it is hereby acknowledged, does hereby give, grant and convey to the City the following:

A permanent, perpetual and exclusive right, easement and right-of-way for the construction of a conduit and for the reconstruction, maintenance, operation and use of the same as part of the drainage system for the E. and W. Congress Street Superhighway (West Route of the Comprehensive Superhighway System) to and through the following described property:

A strip of land eight feet (8.0') in width extending from a line which is forty feet (40.0') west of and parallel with the east line of S. Canal Street as widened to the easterly line of Lot Seven (7) of Railroad Companies' Resubdivision (Chicago Union Station Company), lying north of W. Van Buren Street and south of W. Jackson Boulevard, the center line of said strip being described as follows: beginning at a point forty feet (40.0') west of the east line of S. Canal Street, as widened, and one hundred seventy-five and eighty-three one-hundredths feet (175.83') north of the north line of W. Van Buren Street produced west; thence easterly along a straight line to a point of curve which is one hundred and seventy-eight and ninety-six one hundredths feet (178.96') north of the north line of W. Van Buren Street produced west; and ten and sixty-eight one hundredths feet (10.68') west of the east line of S. Canal Street, as widened; thence easterly along a fifteen-foot (15') radius curve, convex to the south to a point of reverse curve which is one hundred eighty-one and fourteen one hundredths feet (181.14') north of the north line of W. Van Buren Street produced west and four and thirty-five one hundredths feet (4.35') west of the east line of S. Canal Street, as widened; thence easterly along a fifteen-foot (15') radius curve convex to the north to a point of reverse curve which is eight and sixty-seven one-hundredths

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feet (5.67') east of the east line of S. Canal Street, as widened, and one hundred eighty-two and fifty-four one-hundredths feet (182.54') north of the north line of W. Van Buren Street; thence easterly along a curve convex to the south having a radius of fifteen feet (15') to a point which is fifteen and forty-two one-hundredths feet (15.42') east of the east line of S. Canal Street, as widened, and one hundred eighty-one and seventy-five one-hundredths feet (181.75') north of the north line of W. Van Buren Street; thence northeasterly along a straight line to a point which is one hundred and sixty-four feet (164.0') east of the east line of S. Canal Street, as widened, and one hundred ninety-seven and sixty-three one-hundredths feet (197.63') north of the north line of W. Van Buren Street; thence northeasterly along a curve convex to the south, having a radius of four hundred twenty-five feet (425'), to a point which is two hundred ninety-six feet (296.0') east of the east line of S. Canal Street, as widened, and two hundred thirty-one and eighty-seven one-hundredths feet (231.87') north of the north line of W. Van Buren Street; thence north-easterly along a straight line to a point which is three hundred fourteen and fifty one-hundredths feet (314.50') east of the east line of S. Canal Street, as widened, and two hundred forty-one feet (241.0') north of the north line of W. Van Buren Street; thence east along a straight line, parallel to the north line of W. Van Buren Street to the easterly line of said Lot Seven (7), all in Lot Seven (7) of Railroad Companies' Resubdivision of Blocks Sixty-two (62) to Seventy-six (76) inclusive, Seventy-eight (78), parts of sixty-one (61) and seventy-seven (77), and certain vacated streets and alleys, in School Section Addition to Chicago, in Section Sixteen (16), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian, in the City of Chicago, County of Cook and State of Illinois, and lying below a horizontal plane, the elevation of which is five feet below Chicago City Datum (-5.0 C.C.D.).

The rights and privileges herein granted are sometimes collectively referred to herein as the "drainage system" and the space within which such drainage system is to be located is sometimes described and referred to herein as "drainage easement space".

3. City shall have access to and the right to occupy temporarily such additional space owned by Station as shall be necessary to construct, reconstruct and maintain said drainage system, provided that such occupancy shall not

interfere with the normal activities of Station or its lessee and shall be with the prior approval of the General Manager of Station which shall not be unreasonably withheld.

4. In consideration of the foregoing grant City agrees to construct and reconstruct at its own expense said drainage system in all respects according to the drawings attached hereto and marked "Exhibit A" and made a part hereof, subject to the approval of the General Manager of Station.

5. City agrees to pay all taxes and assessments which may be lawfully levied upon said drainage system or any part thereof and upon the drainage easement space for the taxable years subsequent to the date of this agreement during which City is in possession, and to forever keep Station free from all payments, loss or expense in relation thereto.

6. City also agrees that if Station shall hereafter undertake the erection of structures of any kind in or on the real property of Station hereinabove legally described and the erection of such structures in accordance with accepted engineering practices necessitates changes in the drainage system and Station so notifies City of such changes, City will make all such changes in said drainage system as are reasonably necessary and as will not impair the usefulness of the drainage system. Two-thirds (2/3) of the cost of any such changes required shall be paid by City and one-third (1/3) shall be paid by Station. City may, as an alternative to changing the existing drainage system, elect to pay two-thirds (2/3) of the additional cost of adapting the construction of the proposed structures to the drainage

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system, if that is possible under accepted engineering practices. In this event, Station shall pay the other one third (1/3) of such additional cost.

7. If City shall at any time permanently abandon the use of its said drainage system, the rights and privileges herein granted and the obligations, covenants and agreements herein undertaken by City, shall cease and determine, whereupon that portion of the drainage system extending through property of Station shall at the election of Station be filled up by City at City's own cost and expense and in a manner satisfactory to the General Manager of Station; and upon failure of City so to do Station may fill up the same at the expense of City which expense City agree to reimburse on demand.

8. City shall indemnify Station (a) against all claims and demands of all persons whether or not they be employees of the first or second parties to this agreement for injury or death or loss of property resulting from or arising out of the construction, reconstruction, maintenance or use of the drainage system and enclosures in or adjacent to the drainage easement space, and (b) against all damage to or physical disturbance of any of the structures, buildings, tracks or other facilities of Station or to equipment of any railroad company using the station and its facilities caused by such construction, reconstruction or maintenance, except any such loss, damage, injury or death which shall have been caused by the sole negligence of Station, its servants, agents, contractors or employees. City shall also indemnify Station from and against all costs, counsel fees, expenses and liabilities reasonably incurred in or about any such claim.

or any action or proceeding brought thereon, and in case any action or proceeding shall be brought against Station by reason of any such claim City, on notice in writing from Station, shall resist or defend such action or proceeding.

9. Station shall indemnify City against all claims and demands of all persons, whether or not they be employees of Station or of City, for injury or death to persons and against all damage to said drainage system, including the cost of repairing or restoring the same, which result from occupancy of or use by Station of the real property adjacent to the drainage easement space, except any such injury or death or damage as shall have been caused by the sole negligence of City or of any servant, agent, contractor or employee of City. Station shall also indemnify City against all costs, counsel fees, expenses and liabilities reasonably incurred in or about any such claim or any action or proceeding brought thereon and in case any action or proceeding shall be brought against City by reason of any such claims, Station, on notice in writing from City, shall resist or defend such action or proceeding.

10. This agreement shall inure to the benefit of and be binding upon the first and second parties hereto and their respective successors and assigns in accordance with its terms and provisions. City covenants and agrees that in the event it assigns or conveys the right, title or interest herein granted and in the event that its assignee or assignees shall fail to comply with the covenants and agreements con-

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tained in this agreement, to be kept and performed by city. City shall not be released from the obligation to perform and discharge all of its covenants and agreements herein contained and no acceptance by Station of or acquiescence by Station in the performance of any such covenants or agreements by any such assignee or assignees or any such grantee of City shall work a waiver of this provision.

11. This agreement may be recorded in the office of the Recorder of Deeds of Cook County, Illinois.

IN WITNESS WHEREOF, Station has caused this agreement to be executed in its behalf by its duly constituted officers under authority of its Board of Directors; City has caused this agreement to be executed in its behalf by its proper officers, pursuant to an ordinance duly passed by its City Council on the 1st day of December, 1950, a certified copy of which ordinance is attached hereto, marked "Exhibit B" and made a part hereof; and Transit has caused this agreement to be executed in its behalf by its duly constituted officers under authority of Chicago Board; all as of the date and year first above

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Approved as to form and legality
General Counsel
Approved

Chicago Transit Authority
Chicago Union Station Company
Chicago Transit Authority

Secretary
Countersigned:
City Comptroller
Assistant Secretary
BY ORDINANCE NO. 11875
OF CHICAGO TRANSIT BOARD
ASSISTANT SECRETARY

CHICAGO UNION STATION COMPANY,
BY
Vice-President
CITY OF CHICAGO
BY
CHICAGO TRANSIT AUTHORITY
BY
Chairman of Board

APPROVED AS TO FORM AND LEGALITY
D. R. Matson
W. J. M. Cash
APPROVED 12-11-1950
GENERAL MANAGER

Office

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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, *W. H. [unclear]*, a Notary Public in and for
said County, in the state aforesaid, DO HEREBY CERTIFY
that *L. F. Donald*, personally known to me to be
the Vice-President of the CHICAGO UNION STATION COMPANY, a
Corporation, and *A. B. [unclear]*, personally
known to me to be the 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 *18th* day in person and severally acknowledged that as
such Vice-President and Secretary, they signed and delivered
the said instrument as Vice-President and 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 Notarial Seal this *18th* day of
January A. D. 1956.

W. H. [unclear]
Notary Public
MY COMMISSION EXPIRES
MAY 1, 1957

My Commission expires _____

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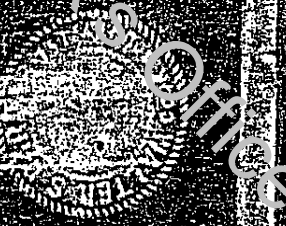
STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, Walter J. Baum, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **MARTIN E. KENNELLY**, Mayor of the City of Chicago, **J. H. BILLARD**, City Comptroller of the City of Chicago, and **LUDWIG D. SCHREIBER**, City Clerk of the City of Chicago, personally known to me to be the same persons whose names are subscribed of the foregoing instrument as such Mayor, City Comptroller and City Clerk of the City of Chicago, respectively, appeared before me this day in person and acknowledged that they signed, executed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the City of Chicago for the uses and purposes therein set forth and the said **LUDWIG D. SCHREIBER**, City Clerk, did then and there acknowledge that he, as custodian of the seal of the City of Chicago, did then and there affix said seal to said instrument as his own free and voluntary act and as the free and voluntary act of the City of Chicago for the uses and purposes therein set forth, and thereupon made oath that said seal so attached to the said instrument purporting to be the seal of the City of Chicago is in fact the seal of the said City of Chicago.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, all as of the 17th day of November, 1950.

My Commission expires May 13 1951

Walter J. Baum
Notary Public



STATE OF ILLINOIS)
COUNTY OF COOK) SS

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I, Willis W. Helfrich, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Norm Budd, personally known to me to be the Chairman of the CHICAGO TRANSIT BOARD OF CHICAGO TRANSIT AUTHORITY, a municipal corporation, and William W. McKenna, personally known to me to be the Secretary of said Board, 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 Chairman of the Board and Secretary, they signed and delivered the said instrument as Chairman of the CHICAGO TRANSIT BOARD and Secretary of the CHICAGO TRANSIT BOARD and caused the corporate seal of said CHICAGO TRANSIT AUTHORITY to be affixed thereto, pursuant to authority given by the CHICAGO TRANSIT BOARD, as their free and voluntary act, and as the free and voluntary act and deed of said CHICAGO TRANSIT AUTHORITY for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 15th day of December, A. D. 1950.



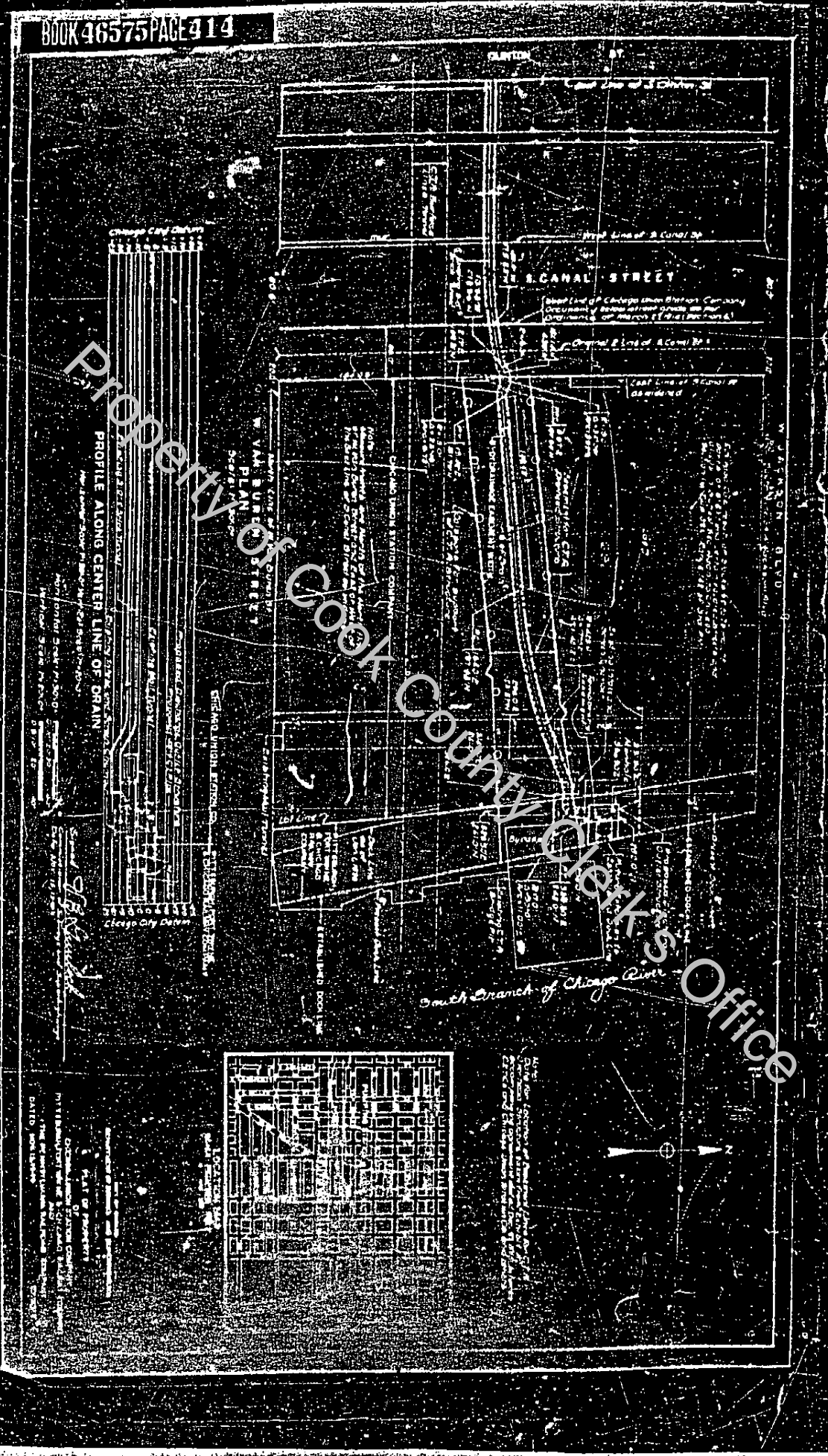
Willis W. Helfrich
Notary Public

April 11, 1951

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Exhibit B

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Having received and considered the letter of the Commissioner of Subways and Superhighways dated October 9, 1930, transmitting a proposed agreement between the City, Chicago Union Station Company, and Chicago Transit Authority wherein the Chicago Union Station Company conveys to the City an easement in real property owned by the Chicago Union Station Company for the construction, maintenance and use of a part of the main drain to the Congress Street Superhighway and the Chicago Transit Authority relinquishes all its rights in said easement; and having considered the terms, conditions, promises and agreements therein contained, the City Council hereby approves the making of such agreement;

SECTION 2. The Mayor of the City of Chicago and the City Clerk are hereby authorized and directed to execute and the City Comptroller is hereby authorized and directed to countersign the said agreement referred to in Section 1 of this ordinance substantially in the form hereto attached, and on behalf of the City of Chicago, and the City Comptroller is further authorized to deliver a copy of said agreement so executed on behalf of the City of Chicago to the Chicago Union Station Company, and the Chicago Transit Authority and, on receipt of the agreement properly executed by the parties thereto, to file said executed agreement in the office of the Recorder of Deeds of Cook County, Illinois.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval.

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STATE OF ILLINOIS
County of Cook

I, LUDWIG S. SCHEFFNER, City Clerk of the City of Chicago in the County of Cook and State of Illinois, DO HEREBY CERTIFY that the annexed and foregoing is a true and correct copy of that certain ordinance now on file in my office, approving an agreement for conveyance to the City of easements in Chicago Union Station Company property for the construction, maintenance and use of part of the main drain to the West Route of the Comprehensive Superhighway System.

I DO FURTHER CERTIFY that the said ordinance was passed by the City Council of the said City of Chicago on the first (1st) day of December, A. D. 1950 and deposited in my office on the first (1st) day of December, A. D. 1950.

I DO FURTHER CERTIFY that the vote on the question of the passage of the said ordinance by the said City Council was taken by yeas and nays and recorded in the Journal of the Proceedings of the said City Council and that the result of said vote so taken was as follows: to wit: Yeas 49, Nays None.

I DO FURTHER CERTIFY that the said ordinance was delivered to the Mayor of the said City of Chicago after the passage thereof by the said City Council, without delay, by the City Clerk of the said City of Chicago, and that the said Mayor failed to return the said ordinance to the said City Council with his written objections thereto at the next regular meeting of the said City Council occurring not less than five days after the passage of the said ordinance.

I DO FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Chicago aforesaid, at the said City, in the County and State aforesaid, this nineteenth (19th) day of December, A. D. 1950.



Ludwig S. Scheffner
City Clerk

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STATE OF ILLINOIS) S.S. NO.
COOK COUNTY
FILED FOR RECORD

1951 APR 16 AM 11 22

John H. Brown
RECORDER OF DEEDS

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MEMORANDUM OF AGREEMENT, made this 19th day of

June

A. D., 1952, by and between the City of

Chicago, Cook County, Illinois hereinafter called the "City";
the County of Cook, a public body corporate, hereinafter called
the "County"; and the State of Illinois acting by and through
its Department of Public Works and Buildings, hereinafter called
the "State";

WITNESSETH:

WHEREAS, The construction of the following portions of the
Comprehensive Superhighway System within the city of Chicago and
in Cook County outside of the city of Chicago, as adopted by
ordinances of the City Council and resolutions of the Board of
Commissioners of Cook County and approved by the State, have been
agreed by the parties hereto to be necessary highway improvements
for the relief of congested traffic conditions in the Chicago
Metropolitan Area and for safety and the acceleration of traffic
movement in and through said area;

West Route (Congress Street Superhighway) from Lake
Shore Drive to Cook-DuPage County line.

West Route (Lake Street Connection) from a point on the
West Route (Congress Street Superhighway) and ex-
tending in the Village of Hillside, Cook County,
Illinois, in a northwesterly direction to a point
on Lake Street near its intersection with the Cook-
DuPage County line, described as follows:

Beginning at a point on the Congress Street
Superhighway (S. A. R. #62) said point being
in the northeast quarter of Section 18,
Township 39 north, Range 12 east of the 3rd P. M.,
and thence running in a general northwesterly
direction on a curve in the north half of
Section 18 and the south half of Section 7 to
a point on or near the west line of Cook County,
and thence in a general northerly direction
on or near said west line of Cook County, said
line being in the west half of fractional
Sections 7 and 6, Township 39 North, Range 12
east of the 3rd P. M., to a connection with Lake
Street (S. B. I. Route #5) in the northwest
quarter of fractional Section 6, Township 39
north, Range 12 east of the 3rd P. M., and to be
known as S. A. R. #56-- Congress Street Super-
highway-Lake Street connection;

EX. "C"

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Northwest Route from the intersection of W. Congress Street and S. Union Avenue (extended) to the intersection of N. Canfield Avenue and N. Higgins Road, with a branch thereof extending along N. Cicero Avenue from W. Montrose Avenue to W. Devon Avenue and a branch thereof extending along W. Erie Street from N. Morgan Street to N. Michigan Avenue;

Edens Superhighway from the city limits of Chicago at W. Devon Avenue to the Cook-Lake County line, described as follows:

Beginning at a point in Section 31 at the city limits of the City of Chicago (Devon Avenue), Township 41 north, Range 13 east of the 3rd P. M., and extending thence northerly and northwesterly through Sections 33, 28, 29, 20, 21, 17, 16 and 9, Township 41 north, Range 13 east of the 3rd P. M. to the north line of Niles Township and continuing in a northerly and northwesterly direction through Sections 31, 30 and 19, Township 42 north, Range 13 east of the 3rd P. M. to the west line of New Trier Township and continuing in a northwesterly direction through Sections 24, 13, 12, 11, 1 and 2, Township 42 north, Range 12 east of the 3rd P. M. to a point on the Lake-Cook County line;

Northwest Superhighway from city limits of Chicago at N. Canfield Road to a connection with the Tri-State Highway (Route 83), described as follows:

Beginning at a point on Canfield Road in Section 1, Township 40 North, Range 12 east of the 3rd P. M. in the City of Chicago and thence in a northwesterly direction through Sections 2, 3 and 4, Township 40 north, Range 12 east of the 3rd P. M. and continuing in a northwesterly direction through Section 33, 32 and 31, Township 41 north, Range 12 east, and continuing in a northwesterly direction through Sections 36, 26 and 25, Township 41 north, Range 11 east of the 3rd P. M. to a connection with the Tri-State Superhighway, Route 83;

Wacker Drive Extension (Feeder to Congress Street) from W. Congress Street to W. Lake Street;

Southwest Route (I. & M. Canal) from the intersection of said route with the South Route of the Comprehensive Superhighway System near W. 24th Street in the city of Chicago and extending southwesterly to a point on the city limits of Chicago between S. Lamon and S. LaCrosse Avenues;

Illinois and Michigan Canal Route from the city limits of Chicago between S. Lamon and S. LaCrosse Avenues southwesterly to approximately the intersection with Lawndale Avenue, together with a connection with 55th Street in Summit and a connection with Route U. S. 66 in McCook, described as follows:

From the city limits of Chicago between S. Lamon and S. LaCrosse Avenues southwesterly to approximately the intersection with Lawndale Avenue, together with a connection with 55th Street in Summit and a connection with Route U. S. 66 in McCook;

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South Route from the intersection of said route with the West Route (Congress Street) between S. Halsted Street and S. Desplaines Street and extending southerly and southwesterly to an intersection with W. 119th Street between S. Ashland Avenue and the Chicago, Rock Island and Pacific Railroad; and a branch thereof extending easterly along the general location of E. 100th Street between S. State Street and S. Stony Island Avenue and southerly along S. Stony Island Avenue, S. Doty Avenue, and S. Doty Avenue extended to an intersection with E. 138th Street on the south corporate limit of Chicago;

Calumet Superhighway from E. 138th Street in the city of Chicago to the Cook-Will County line, described as follows:

Beginning at a point on 138th Street at the city limits of the City of Chicago near the Southeast corner of Section 35, Township 37 north, Range 14 east of the 3rd P. M.; thence in a southerly direction along the east line of Sections 2 and 11 and through the east half of Sections 14, 23, 26 and 35, Township 36 north, Range 14 east of the 3rd P. M. to a point on 183rd Street near the south east corner of the southwest quarter of said Section 35; thence continuing in a southerly direction through the east half of Sections 2, 11 and 14, Township 35 north, Range 14 east of the 3rd P. M. to a point at the intersection of Stony Island Avenue and the north line of said Section 23, near the northeast corner of said Section 23; thence continuing in a southerly direction along the east line of Sections 23, 26 and 35, Township 35 north, Range 14 east of the 3rd P. M., to a point on the Will-Cook County line;

Tri-State Superhighway from the Calumet Superhighway easterly to the Indiana State line, described as follows:

Beginning at the intersection of the Tri-State Superhighway and Calumet Superhighway in the southeast quarter of Section 26, Township 36 north, Range 14 east of the 3rd P. M., and continuing in an easterly direction through Sections 26 and 25, Township 36 north, Range 14 east of the 3rd P. M., and continuing in an easterly direction through Sections 30 and 29, Township 36 north, Range 15 east of the 3rd P. M. to a point on the Indiana State line;

Tri-State Superhighway from Kedzie Avenue (Route #54) easterly to the Calumet Superhighway, described as follows:

Beginning at a point on Kedzie Avenue at or near the east and west quarter line of Section 25, Township 36 North, range 13 East of the 3rd P. M., and continuing in an easterly direction along or near the east and west quarter line of Section 25, Township 36 north, Range 13 east of the 3rd P. M., thence easterly along or near the east and west quarter line of Sections 30, 29, 28 and 27, Township 36 north, Range 14 east of the 3rd P. M. to a point 143 feet east of Chicago Road in the Southeast quarter of Section 27, thence extending

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 in a southeasterly and easterly direction in
 the south half of Section 27 and 26, Township 36
 north, Range 14 east of the 3rd P.M., to the
 intersection of the Calumet Superhighway;

WHEREAS, The maintenance, repair and operation of the
 aforesaid portions of the Comprehensive Superhighway System will
 be of great and lasting benefit to the people of the entire State
 of Illinois and the County of Cook as well as the City of Chicago;

WHEREAS, Under the road and bridge laws of the State of
 Illinois, all of the Comprehensive Superhighway System described
 herein is a classification that requires the maintenance thereof
 to be performed by the State;

WHEREAS, The aforesaid portions of the Comprehensive Super-
 highway System are comprised of State-Aid roads or extensions there-
 of within the corporate limits of a city, village or town and/or
 State highways, arterial streets or thoroughfares, in conformity
 with all applicable laws;

WHEREAS, In accordance with the provisions of the Motor
 Fuel Tax Law of the State of Illinois any County may by resolution
 of the County Board with the approval of the Department of Public
 Works and Buildings, use monies allotted to it under the said law
 for the purpose of improving, constructing, reconstructing or
 maintaining State-Aid roads and the extensions thereof within the
 corporate limits of any city, village or town;

WHEREAS, In accordance with the provisions of the Motor
 Fuel Tax Law a municipality may use monies allotted to it under
 the said law for the construction, reconstruction and maintenance
 of State highways, arterial streets or thoroughfares in the
 municipality as may be designated by the City Council or president
 and board of trustees, as the case may be, and approved by the
 Department of Public Works and Buildings;

NOW, THEREFORE, In consideration of the premises and of
 the mutual undertakings and agreements of the parties hereto and
 in conformity with all applicable laws, it is agreed that:

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1. The State shall, with its funds, bear the cost of repairing, maintaining and operating (except the enforcement of traffic laws, rules and regulations) the aforesaid portions of the Comprehensive Superhighway System except as hereinafter provided;

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2. The City shall, with its funds, bear the cost of repairing, maintaining and operating all frontage roads within the city of Chicago that are a part of the Comprehensive Superhighway System whether such frontage roads are constructed as an integral part of the superhighway project or whether they are existing roads or streets used as frontage roads; and the portion of those roads or streets (including street surfaces, sidewalks, and handrails), under the jurisdiction of the City, which pass over or under the superhighway;

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3. The County shall, with its funds, bear the cost of repairing, maintaining and operating all frontage roads outside the City of Chicago that are a part of the Comprehensive Superhighway System whether such frontage roads are constructed as an integral part of the superhighway project or whether they are existing roads or streets used as frontage roads; and the portion of those roads or streets (including street surfaces, sidewalks, and handrails) under the jurisdiction of the County, which pass over or under the superhighway;

4. Where frontage roads are on local streets separated from the superhighway the repair, maintenance and operation of the frontage roads shall extend from the right-of-way line to the right-of-way line of these frontage roads. Where frontage roads are located on the superhighway right-of-way the repair, maintenance and operation of frontage roads shall extend from the right-of-way line of the superhighways to the edge of uncurbed frontage road pavement or back of frontage road curb nearest the center line of the superhighway or to any fence which may be constructed between the frontage road and the expressway pavements of the superhighway;

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The upper level of that portion of Wacker Drive Extension that is being constructed under the agreement of the State, County and City dated April 17, 1950 shall be considered a street which passes over the Superhighways as set forth in paragraphs 2 and 3 above:

5. The State, the County or the City may, if it so elects, construct with either of the other parties hereto for the performance of any of its responsibilities as herein set forth;

6. This agreement shall be in effect on any portion of the Comprehensive Superhighway System when it is opened to public use.

IN WITNESS WHEREOF, The parties have caused this agreement to be executed the date first above written.

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CITY OF CHICAGO

V. E. G. /s/

By Martin H. Kennelly /s/
Mayor

ATTEST: Ludwig D. Schreiber /s/
City Clerk

COUNTY OF COOK

By Wm. H. Erickson /s/
President

ATTEST: Richard J. Daley /s/
County Clerk

STATE OF ILLINOIS, DEPARTMENT OF PUBLIC WORKS AND BUILDINGS

By Chas. P. Casey /s/
Director

ATTEST: F. N. Barker /s/
Chief Highway Engineer

Approved as to Engineering

By D. M. Campbell /s/
Chief Engineer

Approved as to Legal Form
John S. Boyle, States Attorney
Attorney for the County

By Albert Zemel /s/
Assistant States Attorney