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EXHIBIT

ATTACHED TO

0010653159

DOCUMENT NUMBER

7-20-01

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This document was prepared by and following recording returned to:
Anne Garr-Kraemer
Lord, Bissell & Brook
115 South LaSalle Street
Suite 3400
Chicago, Illinois 60603

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2001-07-20 16:07:42
Cook County Recorder 87.00

EXHIBIT ATTACHED

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AMENDMENT TO EASEMENT

THIS AMENDMENT TO EASEMENT ("Amendment") is made this 15th day of March, 2001.

WITNESSETH THAT:

WHEREAS, Paddock Publications, Inc., a Delaware corporation (the "Owner"), is the owner of certain real property located in the Village of Schaumburg, County of Cook, State of Illinois, legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Owner's Property"); ~~CHICAGO TITLE LAND TRUST COMPANY~~ *CTLTC*

~~SUCCESSOR TRUSTEE TO~~

WHEREAS, Chicago Title and Trust Company, a corporation of Illinois, as Trustee under Trust Agreement dated July 1, 1968, and known as Trust Number 52300 (the "Trust"), reserved a storm sewer easement (the "Easement") in that certain Trustee's Deed dated March 29, 1993 and recorded as Document Number 93251534 in the records of the Cook County, Recorder of Deeds (the "Deed") over a ten foot (10') strip of Owner's Property (the "Existing Easement Area"), which Existing Easement Area is legally described on Exhibit B attached hereto and incorporated herein by this reference;

87 WHEREAS, a storm sewer line and drain (the "Existing Storm Sewer") have been installed in the Existing Easement Area, which appear to serve certain property adjacent to Owner's Property described on Exhibit C (the "Benefitted Property"), which Benefitted Property is currently owned by LaSalle National Trust, N.A., as Trustee under the provisions of a Trust Agreement dated the June 28, 1996 known as Trust Number 120263 (the "Benefitted Party"),

87 *[Signature]*

RECORDING FEE 87
DATE 7-20-01 COPIES 6

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pursuant to a Warranty Deed dated June 28, 1996 and recorded with the Cook County, Illinois Recorder on July 2, 1996 as Document Number 96508399;

WHEREAS, Owner plans to construct certain improvements on Owner's Property and has requested that to the extent Trust has an interest in the Easement and the right to approve any modifications of the Easement Area, Trust consent to Owner's relocation of the Existing Easement Area; and

WHEREAS, to the extent Trust's consent is required, Trust consents to Owner's relocation of the Existing Easement Area in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Preamble. The preambles to this Amendment are fully incorporated hereby with the same force and effect as though restated herein.

2. Construction of New Storm Sewer. Owner agrees that it shall construct (or cause to be constructed) at its sole cost and expense a new storm sewer and drain (the "New Storm Sewer") comparable to the Existing Storm Sewer, which New Storm Sewer shall be located on Owner's Property in a portion of the area cross hatched on Exhibit D attached hereto and incorporated herein by this reference (the "Relocated Easement Area").

3. Approvals. Owner has obtained or will obtain all approvals necessary to permit the construction of the New Storm Sewer in the Relocated Easement Area from the Village of Schaumburg and all other applicable governmental entities or authorities.

4. Relocation of Easement. Effective upon Owner's completion of the New Storm Sewer and Owner's connection of the New Storm Sewer to the drain serving the Benefitted Property, the Easement shall be relocated so that it affects only the Relocated Easement Area and not the Existing Easement Area. Upon Owner's completion and connection of the New Storm Sewer, Owner shall record an acknowledgment of an easement across the Relocated Easement Area in favor of the Benefitted Property. Concurrently with the recording of said easement, Trust shall execute a separate document quit-claiming all of Trust's right, title and interest, if any, in and to the Existing Easement Area and the Existing Storm Sewer to Owner, it being specifically acknowledged and agreed by Trust that it shall have no right to object to Owner's removal of the Existing Storm Sewer and all components thereof not otherwise required for the New Storm Sewer and to the construction by Owner of permanent improvements over the Existing Easement Area. In the event that all or any portion of the New Storm Sewer requires relocation by Owner, Trust agrees it shall have no right to object to Owner's relocation to any other area on Owner's Property provided that such relocation shall be at Owner's sole cost and expense. In the event that the New Storm Sewer is relocated as provided in this paragraph, there shall be recorded a written easement agreement in form similar to this Amendment covering the new location and benefitting the properties currently served by the Existing Storm Sewer.

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5. Reservation of Rights/Non-Exclusive Easement. Owner may grant other easements upon, across, under and through the Relocated Easement Area to such other utilities or third parties as Owner in its sole discretion determines, provided that no such easement may be granted the purpose or effect of which unreasonably interferes with the use and enjoyment of the Easement by the properties currently benefitted by the Existing Storm Sewer. Owner further reserves and retains all uses, rights, and privileges as may be exercised and enjoyed without undue or unreasonable interference with the Easement granted herein.

6. Release. Upon request from Owner after completion of the New Storm Sewer and the connection thereof to the facilities serving the Benefitted Property, Trust shall execute a separate document quit-claiming any right, title and interest it may have in and to the Existing Easement Area, and specifically locating the New Storm Sewer by its legal description.

7. Covenant To Run With Land. Trust and Owner agree that this Amendment shall inure to the benefit and shall be binding upon the parties hereto and their respective successors and assigns, all in accordance with the terms hereof.

8. Attorneys' Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Amendment or as the result of a breach by the other party of any terms hereof, the non-prevailing party (or the party deemed to be in default) will pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, whether or not the action is prosecuted to a final judgment.

9. Counterparts. This document may be signed in counterparts, each of which shall be an original and all of which shall collectively be deemed as one instrument.

10. Trust's Authority. Owner acknowledges that Trust has not made any representation or warranty that it has any right, title, or interest in the Easement, the Existing Easement Area, or the Existing Storm Area, and Trust's execution hereof shall not be deemed to constitute any such representation or warranty, express or implied. Further, Trust does not claim that its consent or approval to the relocation of the Existing Storm Sewer is required or necessary. Owner acknowledges and agrees that Trust has not made any representation, warranty, or covenant regarding whether any other party or regulatory authority has rights or interests in the Existing Storm Sewer or Easement, and Owner assumes all risks and liabilities to such third parties and authorities, if any, in connection with the relocation of the Existing Storm Sewer.

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CTLIC
CHICAGO TITLE LAND TRUST COMPANY
SUCCESSOR TRUSTEE TO



IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the _____ day of March, 2001.

CHICAGO TITLE AND TRUST COMPANY,
AS TRUSTEE UNDER TRUST AGREEMENT
DATED JULY 1, 1968 AND KNOWN AS
TRUST NUMBER 52300

PADDOCK PUBLICATIONS, INC.,
a Delaware corporation

By: [Signature]
Name: BARREN MICHEL
Title: ASST VP

By: [Signature]
Name: Robert Finch
Title: VP/Process

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 undersigned land trustee, 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

This Amendment to Easement is hereby agreed and consented to by the undersigned, as the Benefitted Party (as defined in the Amendment to Easement), as of the day and year first above written.

LaSalle Bank National Association,
formerly known as ~~LASALLE NATIONAL BANK~~, Successor Trustee To,
LASALLE NATIONAL TRUST, N.A., AS TRUSTEE
UNDER THE PROVISIONS OF A TRUST
AGREEMENT DATED THE 28TH DAY OF JUNE, 1996
KNOWN AS TRUST NUMBER 120263

By: Nancy A. Carlin
Name: NANCY A. CARLIN
Title: Assistant Vice President

This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee, as aforesaid, and no individual and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations covenants and/or statements contained in this instrument

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PARCEL 1:

LOT 32 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT 176, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF WRIGHT BOULEVARD AND THE NORTH LINE OF ALBION AVENUE; THENCE WEST ALONG THE NORTH LINE OF ALBION AVENUE 300 FEET TO THE POINT OF BEGINNING; THENCE NORTH AT RIGHT ANGLES THERETO 350 FEET TO A LINE 590.04 FEET (AS MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 33 AFORESAID; THENCE EAST ALONG SAID PARALLEL LINE 320.72 FEET TO THE WEST LINE OF WRIGHT BOULEVARD; THENCE NORTH ALONG SAID WEST LINE OF WRIGHT BOULEVARD FOR A DISTANCE OF 393.23 FEET; THENCE WEST ALONG A LINE 197.50 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 33, AFORESAID FOR A DISTANCE OF 1,435.19 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 18 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT 157 BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 33 AFORESAID; THENCE SOUTH ALONG THE EAST LINE OF LOT 18 AND ITS NORTHERLY EXTENSION AFORESAID 714 FEET; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LOT 18 AFORESAID 150.64 FEET TO THE NORTHERLY LINE OF ALBION AVENUE; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF ALBION AVENUE BEING AN ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 225 FEET FOR A DISTANCE OF 177.81 FEET TO A POINT OF TANGENCY; THENCE EASTERLY ALONG THE NORTH LINE OF SAID ALBION AVENUE 114.63 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(EXCEPT THEREFROM THAT PART OF THE LAND TAKEN BY CONDEMNATION IN CASE 90L51415 AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 197.50 FEET OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH THE WESTERLY RIGHT OF WAY LINE OF SAID WRIGHT BOULEVARD; THENCE SOUTH 00 DEGREES 29 MINUTES 04 SECONDS WEST, BEARING BASED ON ILLINOIS STATE PLANE COORDINATES EAST ZONE, ALONG SAID WESTERLY RIGHT OF WAY LINE 373.19 FEET; THENCE NORTH 03 DEGREES 04 MINUTES 14 SECONDS WEST 322.53 FEET; THENCE NORTH 51 DEGREES 42 MINUTES 38 SECONDS WEST 75.92 FEET TO THE SOUTH LINE OF SAID NORTH 197.50 FEET; THENCE NORTH 87 DEGREES 05 MINUTES 35 SECONDS EAST ALONG SAID SOUTH LINE 80.12 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

That part of the Southwest Quarter of Section 33, Township 41 North, Range 10, East of the Third Principal Meridian, described as follows: commencing at the intersection of the West line of Wright Boulevard and the North line of Albion Avenue; Thence West along the North line of Albion Avenue 300.00 feet; Thence North at right angles thereto 350.00 feet to a line 590.04 feet (as measured at right angles) South of and parallel with the North line of the Southwest Quarter of Section 33 aforesaid; Thence East along said parallel line 320.72 feet to the West line of Wright Boulevard; Thence North along said West line of Wright Boulevard for a distance of 393.23 feet; Thence West along a line 197.50 feet (measured at right angles) South of and parallel with the North line of the Southwest Quarter of Section 33 aforesaid for a distance of 1435.19 feet to the Northerly extension of the East line of Lot 18 in Centex-Schaumburg Industrial Park Unit 157 being a subdivision in the Southwest Quarter of Section 33 aforesaid; Thence South along the East line of Lot 18 and its Northerly extension aforesaid 362.54 feet to the point of beginning; Thence North 90° East at right angles to the last described line 1413.47 feet to the West line of Parcel #18 W 8101B of condemnation case #90L51414 in the Circuit Court of Cook County; Thence South 00° 10' 03" East along said West line 10.0 feet; Thence North 90° West 1413.14 feet to the East Line of Lot 18 aforesaid; Thence North 00° East along said East line 10.0 feet to the point of beginning, in Cook County, Illinois

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EXHIBIT C

LOT 18 (EXCEPT THAT PART OF THE SUBJECT LAND TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS ENTERED IN THE CIRCUIT COURT OF COOK COUNTY, CASE NO. 90L50803) IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT 157, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT D

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EXHIBIT ATTACHED

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