

COOK COUNTY  
RECORDER

EUGENE "GENE" MOORE  
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Cook County Recorder 37.50

PARTIAL RELEASE OF EASEMENT

In consideration of JOHN C. WAGNER, SR., and HARRIS BANK, N.A., as Trustee under Trust Agreement dated January 31, 1996 and known as Trust Number 6657, jointly and severally, releasing, holding forever harmless and indemnifying <sup>f/k/a</sup> AMALGAMATED TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated <sup>March</sup> May 24, 1971 and known as Trust Number 2212 and its beneficiaries from any and all claims, actions, causes of action, demands of any nature related to the MAINTENANCE AND EASEMENT AGREEMENT referred to below, and



For other good and valuable consideration the receipt of which is hereby acknowledged, THE PARTIES agree, intend, and desire to release, discharge, abandon, and extinguish all rights, title and interest in and to the perpetual non-exclusive right-of-way and easement for automobile operation, automobile parking ingress and egress, and for pedestrian passage in, over and upon a portion of the premises described below as the Servient Parcel which is a portion of the property described in that certain MAINTENANCE AND EASEMENT AGREEMENT dated March 29, 1971, and recorded with the Cook County Recorders Office ("Maintenance and Easement Agreement") A COPY OF WHICH IS ATTACHED HERETO.

AMALGAMATED BANK OF CHICAGO <sup>f/k/a</sup>

WHEREAS, AMALGAMATED TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated <sup>March</sup> May 24, 1971 and known as Trust Number 2212, owns the following described real estate (the "Dominant Parcel"), to wit:

That part of Lot 5 in Willow Creek being a Subdivision of part of Section 24, Township 42 North, Range 10, East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the center lines of Creekside Drive and Lake Drive according to the Plat of Dedication registered in the Registrar's Office of Cook County, Illinois; thence Southwesterly along the center line of Creekside Drive for 191.0 feet, thence Northwesterly at right angles to the last described course for 35 feet to a point in the Westerly line of Creekside Drive for a place of beginning, thence Northwesterly along an extension of the last described course 182.0 feet thence Northeasterly at right angles to the last described course 307.85 feet to a point in the Southerly line of Wilmette Road according to the aforesaid Plat of Dedication, thence Southeasterly along the Southerly line of Wilmette Road and Southwesterly along the Westerly line of Creekside Drive to the place of beginning, all in the Village of Palatine, Cook County, Illinois.

WHEREAS it is understood that JOHN C. WAGNER, SR., and HARRIS BANK, N.A., as Trustee under Trust Agreement dated January 31, 1996 and known as Trust Number 6657 owns a Parcel which is located East of Creekside Drive, a dedicated street within the Village of Palatine, Illinois encompassing fifty-one (51) parking spaces (the "Servient Parcel") and is described as follows:

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JOHN C. WAGNER, SR.

BY: John C. Wagner, Sr.

STATE OF ILLINOIS )  
  )  
COUNTY OF COOK )

The undersigned, a notary public in and for the above county and state, certifies that John C. Wagner, Sr. is known to me to be the same person whose name is subscribed to the foregoing partial release of easement, appeared before me in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth.

Dated: 8-15-01

Joseph M. Etchingham Notary Public



HARRIS TRUST AND SAVINGS BANK F/K/A  
HARRIS BANK, N.A., as Trustee under  
Trust Agreement dated January 31, 1996 and  
known as Trust Number 6657 *AND NOT*

**SEE EXCULPATORY RIDER ATTACHED  
HERETO AND MADE A PART HEREOF**

BY: Mary M. Bray *PERSONALLY*  
Mary M. Bray, Trust Officer

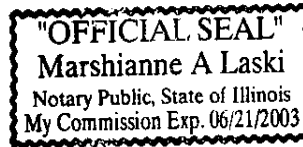
STATE OF ILLINOIS )  
  )  
COUNTY OF COOK )

ATTEST Kristin A. Stams  
Kristin A. Stams, Land Trust Administrator

The undersigned, a notary public in and for the above county and state, certifies that Mary M. Bray, Trust Officer Kristin A. Stams, Land Trust Administrator is known to me to be the same person whose name is subscribed to the foregoing partial release of easement, appeared before me in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth.

Dated: 8/15/01

Marshianne A. Laski Notary Public



This document was prepared by: JOSEPH M. ETCHINGHAM  
425 Creekside Drive, Palatine, IL 60067



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**EXCULPATORY RIDER**

This instrument is executed by the Harris Trust and Savings Bank as Trustee under the provisions of a Trust Agreement dated 1/31/96, and known as Trust no. 6657, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Trust and Savings Bank warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Trust and Savings Bank in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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MAINTENANCE AND EASEMENT AGREEMENT

THIS AGREEMENT made and entered into as of March 29, 1971 by and between Amalgamated Trust and Savings Bank as Trustee under Trust Agreement dated March 24, 1971 and known as Trust Number 2212 (hereinafter called "Amalgamated") and 111 E. Chestnut Corporation a corporation of Illinois (hereinafter called "Chestnut").

WITNESSETH:

WHEREAS, Amalgamated owns the following described real estate (herein called the "Dominant Parcel"), to wit:

That part of Lot 5 in Willow Creek being a Subdivision of part of Section 24, Township 42 North, Range 10, East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the center lines of Creekside Drive and Lake Drive according to the Plat of Dedication registered in the Registrar's Office of Cook County, Illinois, thence Southwesterly along the center line of Creekside Drive for 191.0 feet, thence Northwesterly at right angles to the last described course for 35 feet to a point in the Westerly line of Creekside Drive for a place of beginning, thence Northwesterly along an extension of the last described course 182.0 feet thence Northeasterly at right angles to the last described course 307.85 feet to a point in the Southerly line of Wilmette Road according to the aforesaid Plat of Dedication, thence Southeasterly along the Southerly line of Wilmette Road and Southwesterly along the Westerly line of Creekside Drive to the place of beginning, all in the Village of Palatine, Cook County, Illinois.

and, WHEREAS, in order that Amalgamated might reasonably and profitably own, use and enjoy the Dominant Parcel for commercial and business purposes and for all other lawful purposes, including without limitation the operation of the Willow Creek Centre, it is necessary that Amalgamated, its licensees, invitees, agents, and customers, (herein collectively called the "Grantees") have a perpetual non-exclusive easement for automobile operation, automobile parking ingress and egress and for pedestrian passage in, over, upon and across the following described real estate (herein called the "Servient Parcel"), to wit:

That part of Lot 5 in Willow Creek, being a subdivision of part of Section 24, Township 42 N, Range 10 E of the Third Principal Meridian described as follows: Commencing at the intersection of the center lines of Creekside Drive and Lake Drive according to the Plat of Dedication thereof registered in the Registrar's Office in Cook County, Illinois; thence Southwesterly along the center line of Creekside Drive for 191.0 ft.; thence Northwesterly at right angles to the last described course for 35 feet to a point in the Westerly line of Creekside Drive for a place of beginning; thence Northwesterly along an extension of the last described course for 182.0 feet; thence Northeasterly at right angles to the last described course 124.40 ft.; thence Northwesterly along a line that passes through a point that is 299.65 ft. E of the E line of Rohlfing Rd. and 253.60 ft. S. of the SW corner of Lot 1 in Willow Creek Subdivision as measured along the E line of Rohlfing Road for a distance of 70 feet; thence Southwesterly at right angles to the last described course to a point in the Northerly line of Lot 2 in Willow Creek Subdivision, thence Southeasterly along the Northerly line of said Lot 2 to a point in the westerly line of Creekside Drive; thence Northwesterly along the Westerly line of Creekside Drive for a distance of 46.21 ft. to the place of beginning, all in Cook County, Illinois; and

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That part of Lot 5 described as follows: Beginning at the intersection of the S line of Lake Drive and the Easterly line of Creekside Drive according to the Plat of Dedication thereof registered November 7, 1969 as Document No. 2479719 in the Registrar's office in Cook County, Illinois; thence Southwesterly along the Easterly line of Creekside Drive for 185 feet; thence Southeasterly at right angles to the Easterly line of Creekside Drive for a distance of 108.51 ft. to a point in an Easterly line of Lot 5; thence Northeasterly along the aforesaid Easterly line of Lot 5 for a distance of 248.97 ft. to a point in the S line of Lake Drive; thence W along the S line of Lake Drive for a distance of 125.96 ft. to the place of beginning, all in Willow Creek, being a subdivision of part of Section 24, Township 42 N, Range 10, E of the Third Principal Meridian, in Cook County, Illinois.

It is understood that that portion of the Servient Parcel which is located East of Creekside Drive, a dedicated street within the Village of Palatine, Illinois encompasses 51 parking spaces and is described as follows:

That part of Lot 5 described as follows: Beginning at the intersection of the S line of Lake Drive and the Easterly line of Creekside Drive according to the Plat of Dedication thereof registered November 7, 1969 as Document No. 2479719 in the Registrar's office in Cook County, Illinois; thence Southwesterly along the Easterly line of Creekside Drive for 185 feet; thence Southeasterly at right angles to the Easterly line of Creekside Drive for a distance of 108.51 ft. to a point in an Easterly line of Lot 5; thence Northeasterly along the aforesaid Easterly line of Lot 5 for a distance of 248.97 ft. to a point in the S line of Lake Drive; thence W along the S line of Lake Drive for a distance of 125.96 ft. to the place of beginning, all in Willow Creek, being a subdivision of part of Section 24, Township 42 N, Range 10, E of the Third Principal Meridian, in Cook County, Illinois.

It is also understood that that portion of the Servient Parcel which is located West of Creekside Drive encompasses 47 parking spaces and is described as follows:

That part of Lot 5 in Willow Creek, being a subdivision of part of Section 24, Township 42 N, Range 10 E of the Third Principal Meridian described as follows: Commencing at the Intersection of the center lines of Creekside Drive and Lake Drive according to the Plat of Dedication thereof registered in the Registrar's Office in Cook County, Illinois; thence Southwesterly along the center line of Creekside Drive for 191.0 ft.; thence Northwesterly at right angles to the last described course for 35 feet to a point in the Westerly line of Creekside Drive for a place of beginning; thence Northwesterly along an extension of the last described course for 182.0 ft; thence Northeasterly at right angles to the last described course 124.40 ft.; thence Northwesterly along a line that passes through a point that is 299.65 ft. E of the E line of Rohlfing Rd. and 255.60 ft. S. of the SW corner of Lot 1 in Willow Creek Subdivision as measured along the E line of Rohlfing Road for a distance of 70 feet; thence Southwesterly at right angles to the last described course to a point in the Northerly line of Lot 2 in Willow Creek Subdivision, thence Southeasterly along the Northerly line of said Lot 2 to a point in the Westerly line of Creekside Drive; thence Northwesterly along the Westerly line of Creekside Drive for a distance of 46.21 ft. to the place of beginning, all in Cook County, Illinois; and

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WHEREAS, Chestnut does desire to provide a perpetual non-exclusive right-of-way and easement for automobile operation, automobile parking ingress and egress, and for pedestrian passage in, over and upon the Servient Parcel for the benefit of the Grantees, subject to the conditions recited further herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10) and the covenants recited further herein, the sufficiency of which is hereby acknowledged, Chestnut does hereby GRANT to the Grantees, for the benefit of the Dominant Parcel, a non-exclusive, perpetual right-of-way and easement in, over, upon and across the Servient Parcel, for automobile operation, automobile parking ingress and egress and pedestrian passage.

With respect to all of the Servient Parcel, the use and enjoyment of the privileges granted by the within grant of right-of-way and easement shall be in common with Chestnut, its respective grantees, occupants, lessees, employees, agents, mortgagees, customers and invitees, and in common with all others entitled to use the Servient Parcel.

Such non-exclusive, perpetual right-of-way and easement shall be appurtenant to and shall pass with title to the Dominant Parcel, and shall at all times inure to the benefit of the Grantees and be binding upon Chestnut, its respective grantees, transferees, successors and assigns, perpetually in full force and effect.

A. UNDERTAKINGS OF CHESTNUT

Further, for the benefit of the Grantees, Chestnut does hereby undertake the following covenants:

(1) To keep, maintain, replace, reconstruct and repair upon the Servient Parcel automobile parking areas (providing not less than ninety-eight (98) parking spaces) passageways, driveways and entrances and exits, black-topped or otherwise paved with a hard substance, with adequate drainage facilities and containing adequate stop signs, markers and landscaping;

(2) To provide suitable and necessary lighting including night-lighting, until the closing of any business or theatre operated on the Dominant Parcel;

(3) To properly keep, maintain, repair, rebuild and replace said parking areas and lighting and the passageways, public malls, sidewalks and landscaping and other common areas and facilities in a clean and safe condition and good state of repair, including the clearing of snow and ice when the same shall reach a depth of two (2) inches or more, and of debris therefrom; and

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(4) To carry public liability insurance naming Grantees as an insured party, with bodily injury limits of \$200,000/\$500,000 and property damage insurance in an amount of not less than \$25,000, covering parking areas, driveways, exits and other common areas and facilities and the use and enjoyment thereof by Grantees and all operations in connection with operating, keeping, maintaining, repairing and replacing same, which are located on the Servient Parcel.

B. UNDERTAKINGS OF AMALGAMATED

In consideration of the above recited grant of easement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Amalgamated agrees and covenants that:

(1) Amalgamated, for itself and its tenants, and the successors and assigns of its tenants, agree that its and their officers and employees will park their automobiles only in such spaces as Chestnut may, from time to time, designate as employee parking spaces.

(2) The Servient Parcel and all parking areas, employee parking spaces, driveways, entrances and exits, and all other common areas and facilities provided thereon by Chestnut for the general use, in common, by their designees or grantees, shall at all times be subject to the exclusive control and management of Chestnut and Chestnut shall have the right to establish, modify, change and enforce uniform and nondiscriminatory rules and regulations with respect to such parking areas, employee parking spaces and other common areas and facilities herein provided for, and Amalgamated, for itself and its tenants and the successors and assigns of its tenants, agree at all times to abide by and conform to such rules and regulations;

(3) Chestnut shall have the right to temporarily close, if necessary all or any portion of the Servient Parcel and any of the parking areas, employee parking spaces or the common areas and facilities thereon, for the minimum length of time as may, in the opinion of counsel of Chestnut, be legally sufficient (limited to 24 hours if at the time of such closing that period shall so be opined to be legally sufficient), to prevent a dedication thereof, or the accrual of any rights of the public therein, and in order to discourage non-customer parking or other unauthorized parking, provided that such closing shall not be had on Saturdays, Sundays or holidays, except that Sunday closings shall be permitted to the extent necessary to prevent dedication.

(4) Amalgamated covenants and agrees to pay annually to Chestnut a sum equal to 16-2/3 percent of the annual cost incurred by it for the repair, operation and maintenance of the parking area, entrances and exits, and all other common areas and facilities provided on the Servient Parcel.

*Handwritten note:* Must

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MISCELLANEOUS PROVISIONS:

(1) The covenants and agreements undertaken by the respective parties herein shall become effective upon the date of this Maintenance and Easement Agreement, and shall run with the land and shall be binding upon them in perpetuity unless this Maintenance and Easement Agreement shall be modified by the mutual agreement of the parties hereto or by their respective successors, grantees and assigns.

(2) This Maintenance and Easement Agreement shall be binding upon and inure to the benefit of the grantees, successors and assigns of the parties hereto.

AGREED this 29th day of March, 1971

111 E. CHESTNUT CORPORATION

BY: [Signature]  
VICE PRESIDENT

ATTEST: [Signature]  
INT. SECRETARY

Its terms and conditions contained in this instrument or the contract notwithstanding this instrument is subject to the provisions of the Trust Act's Executive Order attached hereto and made a part hereof.

AMALGAMATED TRUST AND SAVINGS BANK,  
AS TRUSTEE SOLELY AS TRUSTEE AND NOT  
IN ANY PERSONAL CAPACITY, UNDER TRUST  
NUMBER 2212 DATED MARCH 24, 1971.

BY: [Signature]  
ASS. VICE PRESIDENT

ATTEST: [Signature]  
ASSISTANT SECRETARY

It is expressly understood and agreed by and between the parties hereto, appearing herein as the contrary notwithstanding, that each and all of the covenants, conditions, undertakings, and agreements herein made on the part of the Trustee while in force, purporting as to the representation, covenants, undertakings and agreements of said Trustee are notwithstanding said and every one of them made and intended not as personal 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 that no personal liability or debt of said Trustee nor in its own right, but solely in the exercise of its powers conferred upon it as such Trustee and that no personal liability or personal responsibility is assumed by nor shall at any time be assumed or enforceable against the Amalgamated Trust and Savings Bank or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability if any, being expressly waived and released.

The terms and conditions contained in this instrument or the contract notwithstanding this instrument is subject to the provisions of the Trust Act's Executive Order attached hereto and made a part hereof.

The terms and conditions contained in this instrument or the contract notwithstanding this instrument is subject to the provisions of the Trust Act's Executive Order attached hereto and made a part hereof.

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