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This instrument prepared by and

Return recorded document to:

Maurides Foley Tabangay & Turner, LLC
33 N. LaSalle, Suite 1910
Chicago, IL 60602
Attn: George D. Maurides



Doc#: 1528919149 Fee: \$68.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/16/2015 03:43 PM Pg: 1 of 16

ACCESS, SIGN AND MAINTENANCE EASEMENT

This **ACCESS, SIGN AND MAINTENANCE EASEMENT** ("Agreement") is made effective ^{as of} ~~October 14~~ October 19, 2015, between **DES PLAINES PARK DISTRICT**, an Illinois corporation and body politic of the State of Illinois with an address of 2222 Birch Street, Des Plaines, IL 60018 ("Park District") and **GOLF ROAD VENTURES, LLC**, an Illinois limited liability company, with an address of 2256 Southwind Boulevard, Bartlett, IL 60103 ("Grantee" or "Golf"). Park District and Grantee are hereinafter individually referred to as a "Party" or collectively referred to as the "Parties".

WITNESSETH

WHEREAS, Park District is the owner of that certain tract or parcel of land situated in the City of Des Plaines, County of Cook, State of Illinois, identified as Tract 1 on the site plan attached hereto as Exhibit "A" ("Tract 1"), and legally described in Exhibit "B" attached hereto; and

WHEREAS, Grantee, or its nominee or assignee, will be by the time this instrument is recorded the owner of that 10.45 (gross) acre, more or less, tract or parcel of land in the same city, county, and state, which tract lies adjacent to Tract 1 and is identified as Tract 2 on Exhibit "A" and legally described in Exhibit "C" attached hereto ("Tract 2"), which tract CenterPoint Properties Trust, a Maryland Real Estate Trust is current owner of and intends to convey title to Grantee by deed; and

WHEREAS, Grantee has requested from Park District and Park District is desirous of granting to Grantee the following easements: (a) a perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress over and across that portion of Tract 1 identified as the Access Area on Exhibit "A" ("Access Area"); (b) a perpetual, non-exclusive easement for signage over and across that portion of Tract 1 identified as the Sign Area on Exhibit "A" and such other areas of Tract 1 necessary for the installation and maintenance of utility lines servicing the signage ("Sign Area", which together with the Access Area are hereinafter collectively referred to as the "Easement Areas"), the legal descriptions of which shall be added to this Agreement as Exhibits D and E respectively when final engineering for the Easement Areas is completed, as set forth in



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paragraph 20(k) below; and (c) a perpetual, non-exclusive easement for maintenance, repair and replacement of the Improvements (defined below).

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) in hand paid by Grantee to the Park District, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are restated and incorporated herein as evidencing the intent of the Parties.

2. Grant of Access Easement. Park District, as grantor, hereby grants to Grantee, for the benefit of Tract 2 and Grantee, its successors and assigns, including tenants, subtenants, occupants and future owners of Tract 2, for their own use or the use by their agents, invitees, permittees, contractors, subcontractors, licensees, and employees, a permanent, non-exclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across the access drive constructed or to be constructed by Grantee within the Access Area (the "Access Drive").

3. Grant of Sign Easement. Park District, as grantor, hereby grants to Grantee, for the benefit of Tract 2 and Grantee, its successors and assigns, including tenants, subtenants, occupants and future owners of Tract 2, for their own use or the use by their agents, invitees, permittees, licensees contractors, subcontractors and employees, a permanent, non-exclusive easement for the installation, construction, reconstruction, use, removal, repair, maintenance and replacement of a sign identifying the business operation(s) to be located on Tract 2 and identifying certain tenants, subtenants and occupants thereon (the "Sign", which together with the Access Drive are hereinafter collectively referred to as the "Improvements"), all at Grantee's sole cost and expense. Grantee's rights hereunder shall be exclusive to Grantee and its successor and assigns, and its tenants, subtenants and occupants of Tract 2, but subject to compliance with applicable laws regulations, codes and ordinances ("Laws") and subject only to the concurrent use, enjoyment and rights of the Park District to use the Sign to place and maintain their sign panel on the Sign as hereinafter set forth. Grantee shall, at its sole cost and expense, have the right to determine the location, dimensions and design of the Sign within such Sign Area subject to compliance with applicable Laws and the other terms and conditions of this Agreement. Grantee at its cost and expense shall install and maintain the Sign and all utility lines and facilities serving the Sign in accordance with any applicable Laws and the other terms and conditions of this Agreement. Park District shall have the right to maintain a panel on the Sign, with dimensions and placement as reasonably agreed to by the Parties, and in accordance with applicable Laws at no cost to the Park District which sign panel shall be maintained by the Park District, at the Park District's sole cost and expense.

4. Grant of Maintenance Easement. Park District, as grantor, hereby grants to Grantee, for the benefit of Tract 2 and Grantee, its successors and assigns, including tenants, subtenants, occupants and future owners of Tract 2, for their own use or the use by their agents, invitees, permittees, contractors, subcontractors, licensees, and employees, a permanent, non-exclusive easement for the maintenance, repair, servicing and replacement of the Improvements. Grantee shall maintain, repair and replace the Improvements, at its sole cost and expense, as

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necessary from time to time, to keep all Improvements in good order and repair and in compliance with all Laws.

5. Maintenance of Easement Areas. Grantee shall be solely responsible for: (a) maintaining, resurfacing, repairing, snowplowing and, if necessary, replacing the Access Drive only, any associated landscaping and any other improvements located within the Access Area at its cost and in compliance with all Laws; and (b) maintaining, repairing and, if necessary, replacing the Sign (except the Park District sign panel), any associated landscaping and any other improvements located within the Sign Area at its cost and in compliance with all Laws. If Grantee fails to maintain the Improvements and the Easement Areas as provided herein (the "Deficiency"), the Park District shall give notice of any such Deficiency to Grantee, and in the event Grantee fails to cure the Deficiency within thirty (30) days of receipt of such a notice, the Park District shall have the right, but not the obligation, to take all reasonable measures to cure the Deficiency (the "Cure"). If an event occurs that if left unattended may cause, in the Park District's reasonable discretion, an immediate and material disruption of or dangerous condition relating to the Improvements or to any part of Tract 1, the Park District shall have the right but not the obligation to take all reasonable measures to Cure the Deficiency with or without notice to Grantee. Grantee shall reimburse the Park District for all costs and expenses in performing any Cure within thirty (30) days after receipt of an invoice prepared by or on behalf of the Park District itemizing the expenses and costs incurred in performing the Cure. Grantee shall also reimburse the Park District for all reasonable costs and expenses, including reasonable attorney's fees, Park District incurred in collecting the Deficiency. Any such amounts unpaid after thirty (30) days shall accrue interest at ten percent (10%) per annum and shall further become a lien on Tract 2 which may be secured and enforced by the Park District by recording a memorandum thereof.

6. Indemnification. Grantee shall indemnify, defend and hold the Park District and its managers, directors, agents, employees, successors and assigns harmless from and against any and all damages, costs, losses, liability and expenses which may be incurred by the Park District (including without limitation reasonable attorneys' fees and costs of suit) for injury to person or death, property damage or other liability or damage suffered by Park District by reason of, resulting from, in connection with or arising from Grantee's or its agent's, invitees, permittees, contractors, subcontractors, licensees, tenants and employees acts or omissions in the use or maintenance of the Easement Areas or its performance under this Agreement.

7. Insurance.

- a. Prior to any maintenance, repair or replacement work in or on the Easement Areas, Grantee or its tenant shall obtain, or require its contractor(s) to obtain and thereafter maintain, so long as any such maintenance or construction activity is occurring, commercial general liability insurance with broad form coverage insuring against claims on account of bodily injury or death, personal injury, property damage or destruction, that may arise from, or be related to the conduct of Grantee or its contractor(s), in connection with any such work in at least the minimum insurance coverages set forth below:

- (i) Workers compensation according to the provisions of the Illinois Worker's Compensation Act, as amended.

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- (ii) Employers Liability with the following limits.
 - a. Each Accident \$500,000
 - b. Disease-policy limit \$500,000
 - c. Disease-each employee \$500,000

- (iii) Commercial General Liability written in the occurrence form and shall provide coverage for operations of the contractors; operations of sub-contractors; (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.
 - a. General Aggregate Limit \$2,000,000
 - b. Products-Completed Operations \$2,000,000
 - c. Each Occurrence Limit \$1,000,000

- (iv) Commercial Automobile Liability shall be maintained at limit of no less than \$1,000,000 per accident. The policy shall cover owned, non-owned, and hired vehicles.

- (v) Umbrella/Excess Liability insurance should be maintained at a limit of no less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate over and above the primary Comprehensive General Liability insurance, Commercial Automobile Liability insurance, and Employer's Liability insurance under the worker's compensation policy.

b. Grantee or its tenant shall also carry Commercial General Liability insurance during all times it is using the Easement Areas. The Commercial General Liability insurance shall be carried by an insurance company or companies with a Best's Key Rating Guide Property/Casualty (United States) rating of at least A- and a financial rating of VIII or better. The insurance required pursuant to this paragraph 7 shall include the following provisions: (i) the policy or policies may not be canceled or reduced in amount or coverage below the requirements of this Agreement, without at least thirty (30) days' prior written notice by the insurer to the Park District; (ii) name the Park District as additional insured; and (iii) shall be endorsed to cover the Grantee's agreement to indemnify as set out in this Agreement. The Grantee agrees to furnish the Park District evidence that: (i) such insurance is in full force and effect and (ii) the Park District is designated as additional insured.

8. No Lien. Grantee and its tenants shall not permit any lien to stand against Tract 1 or any portion thereof for any labor or materials in connection with work of any character performed or claimed to have been performed in connection with the repair, replacement or maintenance of the Easement Areas. In the event of any such lien, Grantee or its tenant shall immediately have such lien released or bonded over, which release or bond shall be reasonably

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satisfactory to the Park District. Grantee also agrees to indemnify, defend and hold Park District harmless from any and all liens, damages, claims, expenses, fees and liabilities which arise from or relate to any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Areas at the direction of the Grantee, its agents or assigns.

9. Interference and Restoration. The Parties shall use all reasonable efforts to minimize obstructions to the Easement Areas and interference with the Parties and their tenants and the general public's use thereof. In the event Grantee or its contractors, subcontractor's, agents, tenants, or employees or Grantee's tenants' employees, agents, invitees or customers cause damage to or disturbance of the Easement Areas, Grantee shall restore or cause to be restored any such damage or disturbance or remove any interference at its expense as soon as reasonably possible.

10. Non-Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Tract 1 to the general public or for any public use or purpose whatsoever, it being the intention of the Parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

11. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the signatories hereto and their respective successors and assigns.

12. Running with the Land. The easements created herein and the rights reserved hereby are intended to run with title to the respective real property so burdened or benefited by the easements created herein and the rights reserved hereby, and such easements and rights shall inure to the benefit and burden of the successors to the owners of the parcels of real property affected hereby.

13. Amendment. The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only with the consent of the Parties hereto, their successors and assigns, in a written instrument duly executed, delivered, and recorded.

14. Governing Laws. This Agreement shall be governed by and construed under the laws of the State of Illinois.

15. Effective Date. This instrument shall become effective conditioned upon and subject to the conveyance of Tract 2 by CenterPoint Properties Trust a Maryland Real Estate Trust to Grantee or its nominee or assignee, to be evidenced by the recording of a deed.

16. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

17. Counterparts. This document, and any modifications, may be executed in one or more counterparts, all Parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.

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18. Authority. The Parties executing this Agreement warrant and represent that they have full authority to enter into this Agreement and all the requisite approvals and ordinances have been properly noticed, published and approved to bind their respective entities to the terms and conditions herein.

19. Notices. All notices and other communications given under this Agreement shall be in writing and shall be deemed properly served when delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. Mail as registered or certified mail, return receipt requested, postage pre-paid, as follows:

If to Grantee: Golf Road Ventures, LLC
c/o Dean W. Kelley
2250 Southwind Blvd.
Bartlett, IL 60103

With a copy to: Maurides Foley Tabangay & Turner, LLC
c/o George D. Maurides
33 North La Salle St., Suite 1910
Chicago, Illinois 60602

If to Park District: Des Plaines Park District
2222 Birch Street
Des Plaines, IL 60018
Attention: Executive Director

With a copy to: Pluymert, MacDonald, Hargrove & Lee, Ltd
c/o Gregory A. MacDonald
701 Lee Street Suite 645
Des Plaines, Illinois 60016-4548

In the event any notices are served on Golf, or its successors or assigns, under this Agreement during the term of the lease between Golf (or its successor or assigns) and Roundy's Supermarkets, Inc. or its wholly owned subsidiary (Roundy's) with respect to Tract 2, and provided the Park District is given prior Notice of the existence and term of such lease, copies of any such notices shall be sent to Roundy's at the following address:

Roundy's Supermarkets, Inc.
Attn: Dan Farrell (MS3300)
Vice President-Real Estate
875 East Wisconsin Avenue
Milwaukee, WI 53202

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20. Miscellaneous.

- (a) Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and words importing the singular number shall mean and include the plural number and vice versa.
- (b) Words importing persons shall include firms, associations, partnerships (including limited partnerships, trusts, corporations and other legal entities), including, but not limited to, public bodies, as well as natural persons.
- (c) The terms "include", "including" and similar terms shall be constructed as if followed by the phrase "without being limited to".
- (d) Whenever under the terms of this Agreement the time for performance of a covenant or condition falls on a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. Otherwise, all references herein to "days" shall mean calendar days unless specifically designated as business days.
- (e) Time is of the essence of this Agreement.
- (f) If any action shall be instituted by any Party for the enforcement of any of its rights in and under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs of suit.
- (g) The waiver by any party of any term, covenant, agreement or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement, or condition contained in this Agreement.
- (h) All of Grantee's records, contracts, invoices and agreements for any maintenance, construction or repair work under this Agreement shall be kept and made available upon request from the Park District for three years.
- (i) Grantee may freely assign its rights, title, interest and obligations under this Agreement without the consent of the Park District, and the Parties shall cooperate in signing and recording a memorandum of any such assignment.
- (j) Grantee shall pay to all contractors, subcontractors, and material suppliers who furnish labor or materials, or both, the full amount due them for such labor and materials, and shall pay prevailing rates for all work performed on Tract 1.

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(k) The Parties acknowledge that as of the date hereof, final engineering for the Easement Areas is not yet completed. As such, the Parties shall cooperate in amending this Agreement by: (i) adding the legal description of the Access Area as Exhibit D hereto; (ii) adding the legal description of the Sign Area as Exhibit E hereto; and (iii) signing and recording an appropriate amendment hereto once final engineering and the legal descriptions are completed.

Dated as of the date first written above.

GOLF ROAD VENTURES, LLC,
an Illinois limited liability company

By: ABBOTT DES PLAINES, LLC,
an Illinois limited liability company

Its: Manager

By: *Dean W. Kelley*

Name: Dean W. Kelley

Its: Manager

DES PLAINES PARK DISTRICT

By: *Donald J. Melstie*

Its: *Executive Director*

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STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

I, Donna S. Elischer, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Dean W. Kelley, the Manager of Abbott Land Des Plaines, LLC, an Illinois limited liability company, which is the manager of GOLF ROAD VENTURES, LLC, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized signatory appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized signatory and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 7th day of October, 2015.

Donna S. Elischer
Notary Public My commission expires 11-15-18

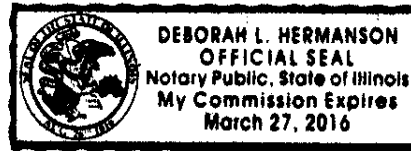


STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

I, Deborah L. Hermanson Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Donald Miletic, as Executive Director of Des Plaines Park District, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized signatory appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized signatory and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

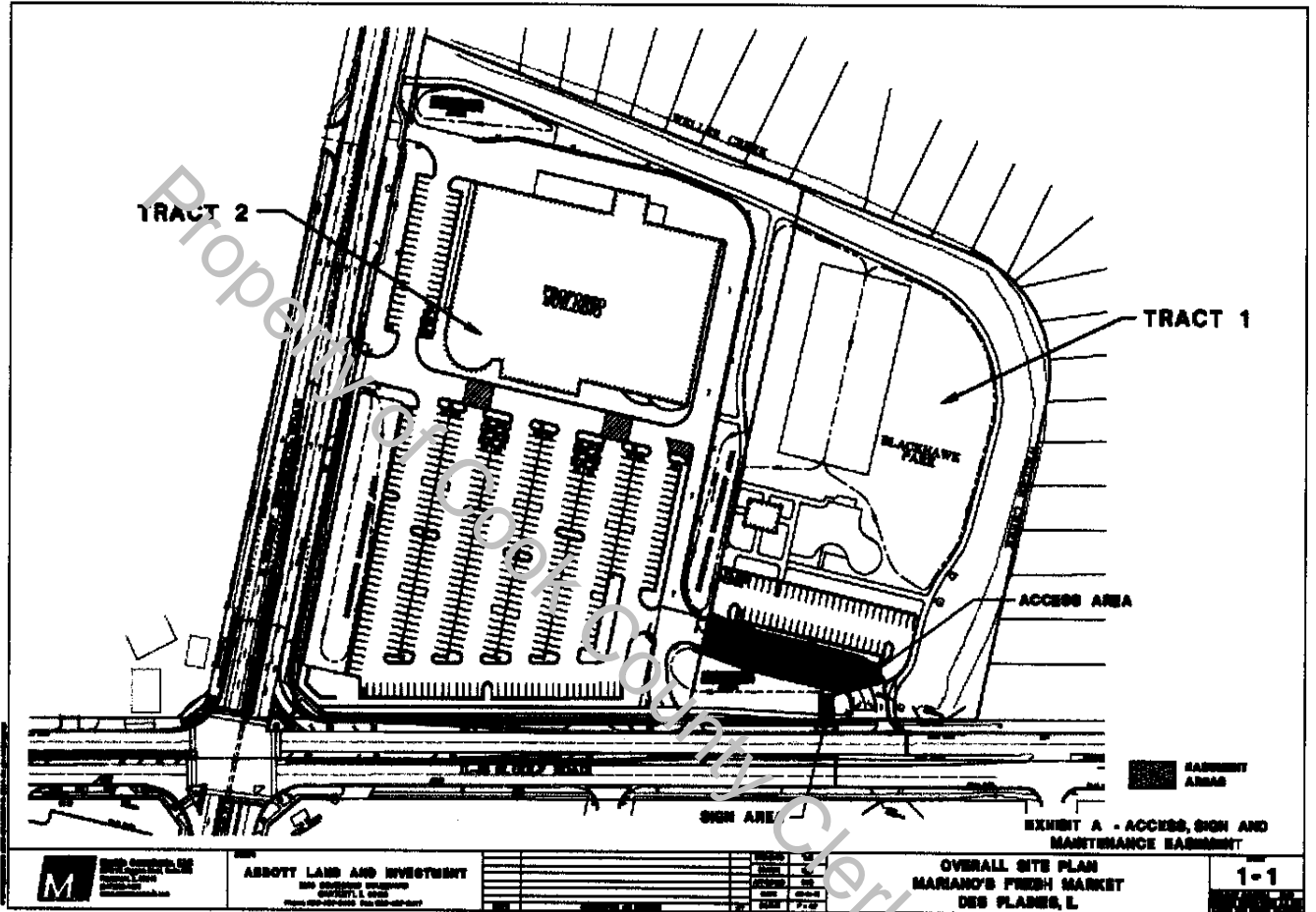
Given under my hand and notarial seal, this 8 day of October, 2015

Deborah L. Hermanson
Notary Public My commission



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EXHIBIT A Site Plan



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EXHIBIT B

Legal Description of Tract 1

Parcel 1: Lot 17 in Block 9, in Herzog's Third Addition to Des Plaines, being a Subdivision of part of Lots 4 and 5 of Seeger's Subdivision of part of the South Half of Fractional Section 7, and part of the North Half of Fractional Section 18, Township Forty One (41) North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on December 11, 1953, as Document Number 1498708.

Parcel 2: The East 83.56 feet of that part of fractional West 1/2 of the Northwest 1/4 of Section 18, Township 41 North, Range 12 East of the Third Principal Meridian lying North of the center line of Seeger's Road all in Cook County, Illinois, excepting therefrom that part thereof falling within the boundaries of Harzog's 5th Addn to Des Plaines, a subdivision of part of the Southwest 1/4 of Section 7 and of the Northwest 1/4 of Section 18, all in Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

09-18-100-005
09-18-110-017

190 E. Golf Rd. Des Plaines, IL 60016

UNOFFICIAL COPY**EXHIBIT C****Legal Description of Tract 2****PARCEL 1:**

THAT PART OF FRACTIONAL WEST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER LINE OF GOLF ROAD, AS NOW LAID OUT, 213.46 FEET SOUTHWESTERLY AS MEASURED ON SAID CENTER LINE OF THE INTERSECTION OF SAID CENTER LINE WITH THE EAST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID CENTER LINE OF GOLF ROAD 250 FEET, THENCE SOUTHWESTERLY PARALLEL TO THE CENTER LINE OF GOLF ROAD, 398.75 FEET MORE OR LESS TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 18, THENCE SOUTH ON THE WEST LINE OF SECTION 18, 255.98 FEET MORE OR LESS TO AN INTERSECTION WITH THE CENTER LINE OF GOLF ROAD, THENCE NORTHEASTERLY ON THE CENTER LINE OF GOLF ROAD, 453.79 FEET MORE OR LESS TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART FALLING IN GOLF ROAD)

PARCEL 2:

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF FRACTIONAL SECTION 18 AFORESAID THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 18, 250 FEET THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 81 DEGREES 50 MINUTES FROM THE SOUTH TO EAST WITH SAID WEST LINE OF SECTION 18, 50.51 FEET FOR A POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 70 IN HERZOG'S FIFTH ADDITION TO DES PLAINES THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID HERZOG'S FIFTH ADDITION TO DES PLAINES 142.96 FEET THENCE SOUTHERLY ON A LINE DRAWN AT RIGHT ANGLES TO THE SOUTHERLY LINE OF HERZOG'S FIFTH ADDITION TO DES PLAINES 160 FEET THENCE WESTERLY ON A LINE PARALLEL WITH THE SOUTHERLY LINE OF HERZOG'S FIFTH ADDITION TO DES PLAINES 120.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF MOUNT PROSPECT ROAD, BEING A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 18 THENCE NORTH ALONG THE EAST LINE OF MOUNT PROSPECT ROAD, 161.64 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

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PARCEL 3:

THAT PART OF FRACTIONAL WEST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF SEEGER'S ROAD NOW KNOWN AS GOLF ROAD OF COOK COUNTY, ILLINOIS EXCEPT (1) THE EAST 83.56 FEET THEREOF (2) THAT PART THEREOF FALLING WITHIN THE

BOUNDARIES OF HERZOG'S FIFTH ADDITION TO DES PLAINES A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 7, AND PART OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (3) PARCELS 1 AND 2 AS HEREINABOVE DESCRIBED IN COOK COUNTY, ILLINOIS (4) THE EAST 17 FEET OF THE WEST 50 FEET TAKEN PUSUANT TO ORDERS ENTERED IN CASE 84L52056.

EXCEPTING FROM PARCELS 1 AND 3 THAT PART OF THE LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION PROCEEDINGS HAD IN CASE NO. 67L13163, DESCRIBED AS FOLLOWS:

THAT PART OF THE FRACTIONAL WEST 1/2 OF THE NORTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF GOLF (EVANSTON-ELGIN) ROAD, WITH THE WEST LINE OF SECTION 18; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 255.98 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF GOLF (EVANSTON-ELGIN) ROAD, A DISTANCE OF 33.79 FEET FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG AN EXTENSION OF THE LAST DESCRIBED LINE A DISTANCE OF 17.41 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50 FEET EAST OF THE WEST LINE OF SAID SECTION 18; THENCE SOUTH ALONG SAID LINE PARALLEL WITH AND DISTANT 50 FEET EAST OF WEST LINE OF SAID SECTION 18 A DISTANCE OF 157 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 63.20 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANCE 55 FEET NORTHWESTERLY OF THE CENTER LINE OF GOLF (EVANSTON-ELGIN) ROAD; THENCE NORTHEASTERLY ALONG SAID LINE PARALLEL WITH AND DISTANCE 55 FEET NORTHWESTERLY OF THE CENTERLINE OF GOLF (EVANSTON-ELGIN) ROAD A DISTANCE OF 90.0 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 90.12 FEET TO A POINT ON THE RIGHT OF WAY LINE OF GOLF (EVANSTON-ELGIN) ROAD SAID NORTHERLY LINE OF GOLF (EVANSTON-ELGIN) ROAD BEING PARALLEL WITH AND DISTANCE 50.0 FEET NORTHWESTERLY OF THE CENTERLINE OF GOLF (EVANSTON-ELGIN) ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF GOLF (EVANSTON-ELGIN) ROAD TO A POINT IN SAID EAST LINE OF MOUNT PROSPECT ROAD; THENCE NORTH ALONG SAID EAST LINE OF MOUNT PROSPECT ROAD, A DISTANCE OF 204.79 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

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ALSO THAT PART OF THE FRACTIONAL WEST 1/2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF GOLF (EVANSTON-ELGIN) ROAD, WITH THE WEST LINE OF SECTION 18; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 255.98 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF GOLF (EVANSTON-ELGIN) ROAD, A DISTANCE OF 33.79 FEET FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 17.41 FEET TO A POINT ON A LINE PARALLEL WITH, AND DISTANCE 50 FEET EAST OF THE WEST LINE OF SAID SECTION 18; THENCE NORTH ALONG SAID LINE PARALLEL WITH AND DISTANCE 50 FEET EAST OF THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 499.37 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 17.17 FEET TO A POINT ON THE EASTERLY LINE OF MOUNT PROSPECT ROAD, SAID LINE BEING PARALLEL WITH AND DISTANT 33 FEET EAST OF THE WEST LINE OF SAID SECTION 18; THENCE SOUTH ALONG SAID EASTERLY LINE OF MOUNT PROSPECT ROAD, A DISTANCE OF 505.55 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM THAT PART OF FRACTIONAL WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 LYING NORTH OF THE CENTER LINE OF SEEGER'S ROAD WHICH IS IN THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 18 FOR A DISTANCE OF 1134 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 102 DEGREES 25 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 21.2 FEET TO THE POINT OF BEGINNING, WHICH IS ON THE EASTERLY RIGHT OF WAY LINE OF MOUNT PROSPECT ROAD, THENCE NORTHEASTERLY ALONG A CONTINUATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 407.5 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF SEEGER ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 177 DEGREES 18 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 412 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 105 DEGREES 7 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 17.5 FEET MORE OR LESS THAN POINT OF BEGINNING, AS DEDICATED FOR ROAD PURPOSES BY INSTRUMENT DATED NOVEMBER 26, 1930 AND RECORDED APRIL 28, 1931 AS DOCUMENT 10890723.

09-18-100-004

10 E. Golf, Des Plaines, IL 60016

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EXHIBIT D
Legal Description of Access Area
(To Be Added After Completion of Final Engineering)

Property of Cook County Clerk's Office

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EXHIBIT E
Legal Description of Sign Area
(To Be Added After Completion of Final Engineering)

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