

# UNOFFICIAL COPY

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#: 1528919150 Fee: \$70.00  
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 17

## RECIPROCAL STORM WATER MANAGEMENT, DETENTION AND MAINTENANCE EASEMENT AGREEMENT

This **RECIPROCAL STORM WATER MANAGEMENT, DETENTION AND MAINTENANCE EASEMENT AGREEMENT** ("Agreement") is made effective *as of* October 18, 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 2250 Southwind Boulevard, Bartlett, IL 60103 ("Golf"). Park District and Golf 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 (the "Site Plan") attached hereto as Exhibit "A" ("Tract 1"), and legally described in Exhibit "B" attached hereto; and

**WHEREAS**, Golf, 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 Golf or its nominee or assignee by deed; and

**WHEREAS**, The Site Plan depicts and identifies certain storm water management areas on Tract 2 as SMA 1, SMA 2, SMA3 and SMA4 (collectively, the "Golf Storm Water Management Areas"), the legal descriptions of which shall be added to this Agreement as Exhibit D when final engineering for the Golf Storm Water Management Areas is completed pursuant to the terms set forth of paragraph 21(k) below; and

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**WHEREAS**, The Site Plan also depicts and identifies certain storm water management areas on Tract 1 as SMA5, SMA6 and SMA7 (collectively, the “Park District Storm Water Management Areas”, which, together with the Golf Storm Water Management Areas are hereinafter collectively referred to as the “Storm Water Management Areas” or “Easement Areas”), the legal descriptions of which shall be added to this Agreement as Exhibit E when final engineering for the Park District Storm Water Management Areas is completed pursuant to the terms set forth of paragraph 21(k) below; and

**WHEREAS**, as part of the redevelopment of Tract 1 and Tract 2, Golf will be constructing various Storm Water Facilities, as more fully set forth and defined below; and

**WHEREAS**, as part of the redevelopment of Tract 1 and Tract 2, the Parties wish to grant each other perpetual and reciprocal, non-exclusive easements for storm water management, drainage and detention over, across and in the Storm Water Management Areas and the Storm Water Facilities (defined below) subject to the following terms and conditions.

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by each of the Parties to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, 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 Reciprocal Drainage and Detention Easements.** Subject to the terms of this Agreement, each Party, as grantor, hereby grants to the other Party, as grantee, for the benefit of the Park District and Tract 1, and Golf and Tract 2, and their successors and assigns, including tenants, subtenants, occupants and future owners of Tract 1 and Tract 2, for their own use or the use by their tenants, subtenants and occupants permanent, non-exclusive reciprocal easements for storm water management, detention and drainage upon, over and across the Storm Water Management Areas, and in and through the Storm Water Facilities.
3. **Grant of Maintenance Easements.** Subject to the terms of this Agreement, Golf, as grantor, hereby grants to the Park District, for the benefit of Tract 1 and the Park District, its successors and assigns, including tenants, occupants and future owners of Tract 1, for their own use or the use by their tenants, agents, permittees, contractors, subcontractors, licensees, and employees, a permanent, non-exclusive easement for the maintenance, repair and replacement of the Storm Water Facilities located in SMA4. Subject to the terms of this Agreement, Park District, as grantor, hereby grants to Golf, for the benefit of Tract 2 and Golf, its successors and assigns, including tenants, subtenants, occupants and future owners of Tract 2, for their own use or the use by their tenants agents, permittees, contractors, subcontractors, licensees, and employees, a permanent, non-exclusive easement for the maintenance, repair and replacement of the Storm Water Facilities located in SMA7.

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4. Storm Water Facilities. Golf or its nominee or assignee will be installing at its cost and pursuant to a mutually agreed upon storm water management plan approved by the City of Des Plaines, various surface storm water facilities, including but not limited to detention ponds, culverts and swales (the "Surface Storm Water Facilities") as well as various underground facilities, including but not limited to a pipe connecting SMA1 to SMA3, and other pipes, conduits, culverts, vaults and related structures (the "Underground Storm Water Facilities", which together with the Surface Storm Water Facilities are hereinafter collectively referred to as the "Storm Water Facilities") to accommodate surface and underground drainage, detention and storage of storm water for the overall storm water management of Tract 1 and Tract 2.
5. Maintenance.
- a. The Park District shall be responsible to maintain, repair and replace as and when necessary: (i) all Storm Water Facilities located on Tract 1 except the Storm Water Facilities located in SMA7, which shall be maintained by Golf as set forth herein; and (ii) the Storm Water Facilities located in SMA4 at its sole cost. Golf shall be responsible to maintain, repair and replace as and when necessary; (i) all Storm Water Facilities located on Tract 2 except the Storm Water Facilities located in SMA4, which shall be maintained by the Park District as set forth herein; and (ii) the Storm Water Facilities located in SMA7 at its sole cost.
  - b. If a Party (the "Maintaining Party") fails to maintain the Storm Water Facilities as provided in paragraph 5a above (the "Deficiency"), the other Party (the "Curing Party") shall give notice of any such Deficiency to the Maintaining Party, and in the event the Maintaining Party fails to cure the Deficiency within thirty (30) days of receipt of such notice, the Curing Party shall have the right, but not the obligation to enter upon the Easement Areas where the Deficiency exists and take all reasonable measures to cure the Deficiency (the "Cure"). If an event occurs that if left unattended may cause, in any Party's reasonable discretion, an immediate and material disruption of or dangerous condition relating to the Storm Water Facilities, the Curing Party shall have the right but not the obligation to enter upon the Easement Areas where the Deficiency exists and take all reasonable measures to Cure the Deficiency with or without notice to the Maintaining Party. The Maintaining Party shall reimburse the Curing Party for all costs and expenses in performing the Cure within thirty (30) days after receipt of an invoice prepared by or on behalf of the Curing Party itemizing the expenses and costs incurred in performing the Cure subject to the Parties maintenance obligations set forth in paragraph 5a above. The Maintaining Party shall also reimburse the Curing Party for all reasonable costs and expenses, including reasonable attorney's fees, the Curing Party incurred in collecting the Deficiency. Any such amounts unpaid after thirty (30) days shall accrue interest at ten percent (10%) per annum.

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6. Indemnification. The Parties shall indemnify, defend and hold each other, their managers, directors, agents, employees, tenants, successors and assigns harmless from and against any and all damage, cost, loss, liability and expense which may be incurred by any Party (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 reason of, resulting from, in connection with or arising from any Parties' or their agent's, invitees, permittees, contractors, subcontractors, licensees, tenants and employees acts or omissions in the use or maintenance of the Easement Areas or their performance under this Agreement.

7. Insurance.

a. Prior to any construction, maintenance, repair or replacement work in or on any Easement Area not on the responsible Party's property, the responsible Party or its tenant shall obtain, or require its contractor(s) to obtain and thereafter maintain, so long as such construction, maintenance, repair or replacement work 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 such Party 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.
- (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.

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b. The Parties or its tenant shall also carry Commercial General Liability insurance during all times they are 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 other Party; (ii) an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to the other insureds; (iii) name each other and their tenants as additional insureds; and (iv) shall be endorsed to cover the each Parties' agreement to indemnify as set out in this Agreement. The Parties agree to furnish each other evidence that: (i) such insurance is in full force and effect; and (ii) the other Party and its tenant is designated as additional insureds.

8. No Lien. The Parties and their tenants shall not permit any lien to stand against the other Party's property 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 Area. In the event of any such lien, the responsible Party and their tenant if applicable shall immediately have such lien released or bonded over, which release or bond shall be reasonably satisfactory to the affected Party. The responsible Party shall indemnify, defend and hold the affected Party 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 any Party, 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 other Party's property and the general public's use thereof. In the event a Party or its tenant's, contractors, subcontractor's, agents, invitees, customers or employees cause damage to or disturbance of the Easement Areas, the responsible Party 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 or Tract 2 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

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to the benefit and burden of the successors to and assigns of 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 Investment Trust to Golf 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.

18. Authority. The Parties 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 Golf:                      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

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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

20. Relocation. No Party shall modify the Storm Water Facilities, including but not limited to taking steps to change the function, use or capacity so as to materially disrupt the uses intended herein. However, any Party may relocate, modify, and alter any of the Storm Water Facilities located on such Party's Tract at any time provided such relocation, modification or alteration provides substantially equivalent benefits, will not result in a violation of applicable laws, and has received any required approvals from the applicable governmental authorities. Any such relocation shall be made at the relocating Party's sole expense, and shall be done in a manner so as to minimize the interruption of any use of the Storm Water Facilities for their intended purposes.

21. 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

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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 Golf'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) Golf 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) Golf 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.

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

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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: *W. Kelley*  
Name: Dear W. Kelley

Its: Manager

DES PLAINES PARK DISTRICT

By: *Donald J. McArthur*

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.

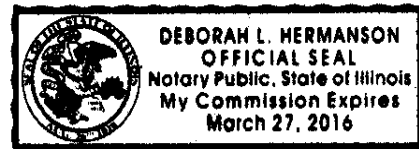
Given under my hand and notarial seal, this 7<sup>th</sup> day of October, 2015  
Donna S. Elischer My commission expires 11-15-2018.  
Notary Public



STATE OF ILLINOIS )  
 )SS:  
COUNTY OF COOK )

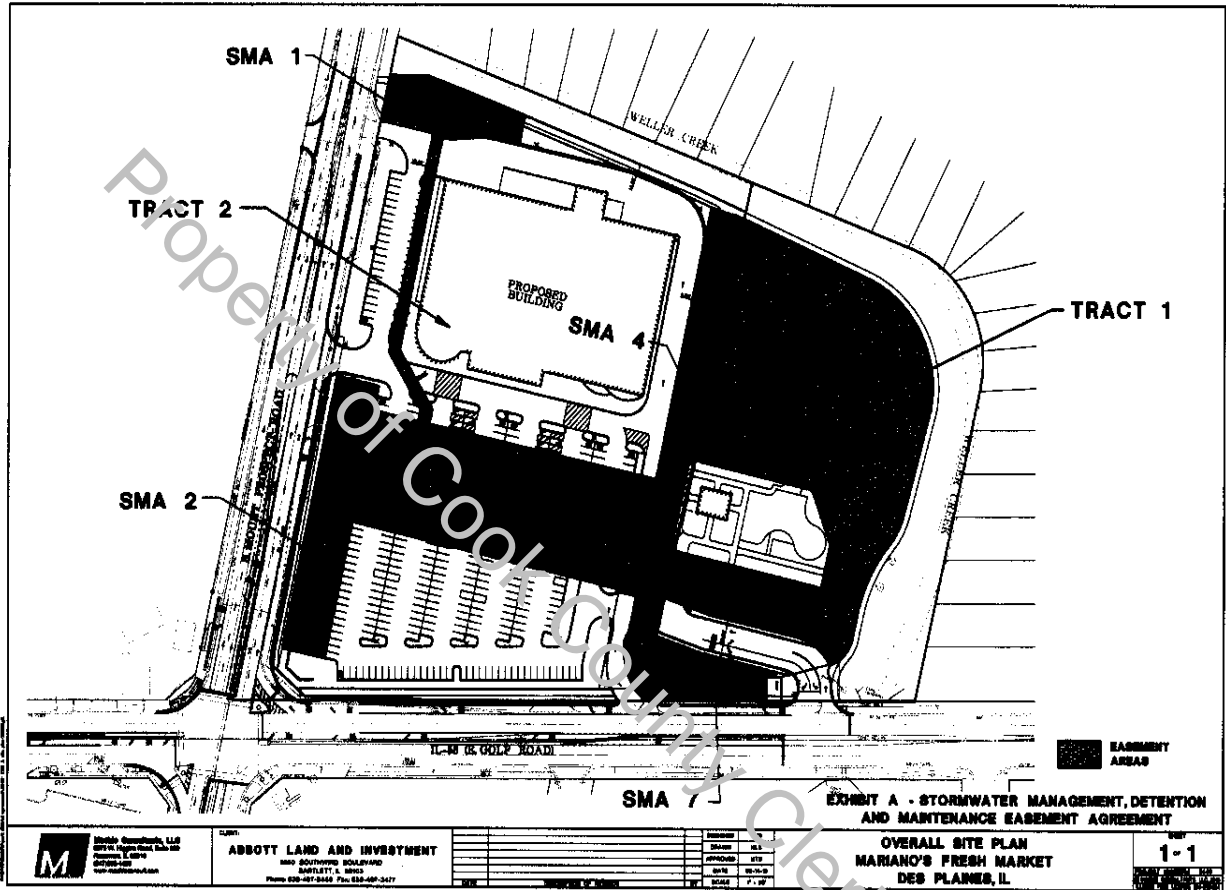
I, Deborah L. Hermanson Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Donald Miletic, as Executive Director of Des Plaines Park District, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized signatory 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 My commission  
Notary Public



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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 ANGLGES 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 Rd. Des Plaines, IL 60016

# UNOFFICIAL COPY

## EXHIBIT D

Legal Description of the  
Golf Storm Water Management Areas  
(To Be Added After Completion of Final Engineering)

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## EXHIBIT E

Legal Description of the  
Park District Storm Water Management Areas  
(To Be Added After Completion of Final Engineering)

Property of Cook County Clerk's Office