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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#: 1528919151 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/16/2015 03:44 PM Pg: 1 of 10

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** ("Agreement") is made effective ^{as of} October 14, 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 ("Grantee"). 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, legally described in Exhibit "A" attached hereto and hereinafter referred to as "Tract 1"; 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 legally described in Exhibit "B" attached hereto and hereinafter referred to as Tract 2, which CenterPoint Properties Trust, a Maryland Real Estate Trust is the current owner of and intends to convey title to Grantee or its nominee or assignee by deed; and

WHEREAS, Grantee has requested from Park District and Park District is desirous of granting to Grantee a temporary, non-exclusive construction easement over and across the entire Tract 1 ("Construction Areas" or "Easement Areas") to construct the Site Improvements (defined below).

NOW, THEREFORE, for and in consideration of the sum 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 evincing



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the intent of the Parties.

2. Grant of Temporary Construction Easement. The Parties hereby agree that, in connection with Grantee's (or its nominee or assignee's) development of Tract 2, Grantee or its nominee or assignee shall construct various Site Improvements (defined below) within the Easement Areas. Park District, as grantor, hereby grants to Grantee, for the benefit of Tract 2 and Grantee, its successors and assigns, for their own use or the use by their contractors, subcontractors, agents, licensees and employees, a temporary construction easement over and across the entire Tract 1 for the purpose of constructing the Site Improvements, which shall terminate as of June 30, 2017.

3. Site Improvements and Construction.

(a) Grantee shall construct or cause to be constructed various site improvements on Tract 2 (the "Site Improvements"), as set forth in and subject to the terms and conditions of that certain Construction Agreement dated Oct 8, 2015 between Grantee, as general contractor, and the Park District, which is incorporated herein by reference (the "Construction Agreement").

(b) Grantee shall, at its sole cost and expense, construct or cause to be constructed the Site Improvements in a good and workmanlike and first-class manner (the "Construction"), in accordance with the Construction Agreement and in accordance with all applicable governmental laws, ordinances, codes, and regulations (the "Laws").

(c) Grantee shall furnish and cause to be maintained at all times proper construction security to guarantee the completion of and payment for the Site Improvements in the amount of 110% of the bid amounts of the Site Improvements. Such security shall be in the form of either (i) a cash deposit in escrow or segregated funds from Grantee's construction financing for the improvements to be made on Tract 2; (ii) a performance bond and a labor and material payment bond; or (iii) a standby letter of credit, each in a form reasonably approved by the Park District's Attorney, and all in accordance with and as more fully set forth in the Construction Agreement. Any such security shall be reduced proportionately as the work progresses on completion of the Site Improvements.

4. Indemnification. Grantee shall indemnify, defend and hold the Park District and its directors, agents, employees, successors and assigns harmless from and against any and all damage, cost, loss, liability and expense 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 negligent acts or omissions in connection with the Construction and the Site Improvements or its performance under this Agreement.

5. Insurance. Grantee shall obtain and require its contractor(s) to obtain and thereafter maintain, so long as any Construction activity is occurring the insurance required under the terms of the Construction Agreement.

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6. 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.

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

8. Running with the Land. The easement created herein and the rights reserved hereby are intended to run with title to the respective real property so burdened or benefited by the easement created herein and the rights reserved hereby, and such easement and rights shall inure to the benefit and burden of the successors to and assigns of the owners of the parcels of real property affected hereby until the termination of the easement term per paragraph 2 above

9. 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.

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

11. 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.

12. 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.

13. Counterparts. This Agreement, 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.

14. 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.

15. 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:

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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
222 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

16. 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.

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(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 Grantee's records, contracts, invoices and agreements in connection with any Construction under this Agreement shall be kept and made available upon request from the Park District.

(i) Grantee may freely assign its rights, title, interest and obligations under this Agreement to an assignee without the consent of the Park District, and the Parties shall cooperate in signing and recording a memorandum of any such assignment.

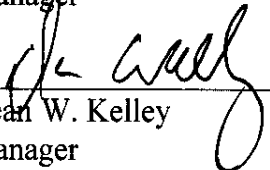
(j) Grantee shall pay to all contractors, subcontractors, and material suppliers who furnish labor or materials, or both, the full amount due them for such labor and materials, and shall pay prevailing rates for all Construction work performed on Tract 1.

Dated as of the date first written above.

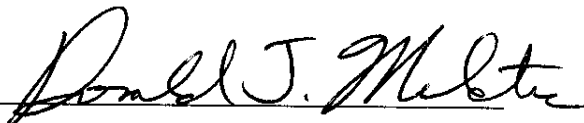
GOLF ROAD VENTURES, LLC,
an Illinois limited liability company

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

Its: Manager

By: 
Name: Dean W. Kelley
Its: Manager

DES PLAINES PARK DISTRICT

By: 
Its: Executive Director

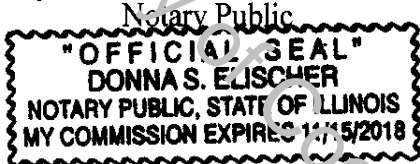
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STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

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 My commission expires 11-15-2018.



STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

I, Deborah L. Hermanson, a 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

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. Gold Rd., Des Plaines, IL 60016

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EXHIBIT B

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 ANLGES 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.

A-18-100-004

10 E. Golf Rd., Des Plaines, IL 60016