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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#: 1528919152 Fee: \$66.00  
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 15

## ACCESS, BICYCLE PATH, PEDESTRIAN WALKWAY, WATER SERVICE AND MAINTENANCE EASEMENT

This **ACCESS, BICYCLE PATH, PEDESTRIAN WALKWAY, WATER SERVICE AND MAINTENANCE EASEMENT** ("Agreement") is made effective <sup>as of</sup> October 14, 2015, between **GOLF ROAD VENTURES, LLC**, an Illinois limited liability company, with an address of 2250 Southwind Boulevard, Bartlett, IL 60103 ("Golf") and **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 ("Grantee"). Golf and Grantee are hereinafter individually referred to as a "Party" or collectively referred to as the "Parties".

### WITNESSETH

**WHEREAS**, Grantee 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**, Golf 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 the current owner of and intends to convey title to Golf or its nominee or assignee by deed; and

**WHEREAS**, as part of the redevelopment of Tract 2, Golf will be constructing: (a) an access drive over a portion of Tract 2; (b) a bicycle path with lighting over portions of Tract 2; (c) a pedestrian walkway from Tract 1 to Tract 2; and (d) various water facilities from Tract 2 to Tract 1, as more fully set forth below; and

**WHEREAS**, Grantee has requested from Golf, and Golf 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 2 identified as the Access Area on Exhibit "A" ("Access Area"); (b) a perpetual, non-exclusive easement for a pedestrian bicycle path and lighting over and across that portion of Tract 2 identified as the Bicycle Area on

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Exhibit "A" ("Bicycle Area") (c) a perpetual, non-exclusive easement for a pedestrian walkway over and across those portions of Tract 2 identified as the Walkway Area on Exhibit "A" ("Walkway Area") and (d) perpetual, non-exclusive easements for water service under and through portions of Tract 2 identified as the Water Service Areas on Exhibit "A" ("Water Service Areas", which, together with the Access Area, Bicycle Area and the Walkway Area are hereinafter collectively referred to as the "Site Easement Areas"), the legal descriptions of which shall be added to this Agreement as Group Exhibit D, when final engineering for the Site Easement Areas is completed, as set forth in paragraph 23(j) below;

**NOW, THEREFORE**, for and in consideration of the premises, the sum of Ten Dollars (\$10.00) in hand paid by Grantee to Golf, 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. Golf, as grantor, hereby grants to Grantee, for the benefit of Tract 1 and Grantee's successors and assigns, including tenants, occupants and future owners of Tract 1, 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 Golf or its nominee or assignee within the Access Area ("Access Drive").
3. Grant of Bicycle Path and Lighting Easement. Golf, as grantor, hereby grants to Grantee, for the benefit of Tract 1 and Grantee's successors and assigns, including tenants, occupants and future owners of Tract 1, for their own use or the use by their agents, permittees, contractors, subcontractors, invitees, licensees and employees, a permanent, non-exclusive easement for ingress and egress by pedestrian and non-motorized bicycles only ("Bike Path"), and lighting ("Bike Path Lighting") over and across the Bicycle Area.
4. Grant of Walkway Easement. Golf, as grantor, hereby grants to Grantee, for the benefit of Tract 1 and Grantee's successors and assigns, including tenants, occupants and future owners of Tract 1, for their own use or the use by their agents, permittees, contractors, subcontractors, invitees, licensees and employees, a permanent, non-exclusive easement for a pedestrian ingress and egress walkway (the "Walkway") over and across the Walkway Area.
5. Grant of Water Service Easements. Golf, as grantor, hereby grants to Grantee, for the benefit of Tract 1 and Grantee's successors and assigns, including tenants, occupants and future owners of Tract 1, for their own use or the use by their agents, permittees, contractors, subcontractors, licensees and employees, a permanent, non-exclusive easement for below grade water service lines and related facilities (the "Water Facilities") under and through the Water Service Areas.
6. Grant of Maintenance Easement. Golf, as grantor, hereby grants to Grantee, for the benefit of Tract 1 and Grantee's successors and assigns, including tenants, occupants and future

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owners of Tract 1, for their own use or the use by their agents, contractors, subcontractors, and employees, a permanent, non-exclusive easement for the maintenance, repair, servicing and replacement of the Bike Path, Bike Path Lighting, Walk Way and Water Facilities (the "Improvements").

7. Maintenance. Golf shall be solely responsible for maintaining, repairing and, if necessary, replacing the Access Drive and other improvements located within the Access Area at its cost and in compliance with all applicable laws, regulations, codes and ordinances ("Laws"). Grantee shall be solely responsible for maintaining, repairing and, if necessary, replacing the Improvements, and any associated landscaping and any other improvements located within the Site Easement Areas (except the Access Area) at its cost and in compliance with all applicable Laws. If Grantee fails to maintain the Improvements and the Site Easement Areas (except the Access Area) as provided herein (the "Deficiency"), Golf 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, Golf 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 Golf's reasonable discretion, an immediate and material disruption of or dangerous condition relating to the Improvements or any part of Tract 2, Golf 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 Golf for all costs and expenses in performing the Cure within thirty (30) days after receipt of an invoice prepared by or on behalf of Golf itemizing the expenses and costs incurred to Cure. Grantee shall also reimburse Golf for all reasonable costs and expenses, including reasonable attorney's fees, Golf incurred in collecting the Deficiency. Any such amounts unpaid after thirty (30) days shall accrue interest at ten percent (10%) per annum.

8. Indemnification. Grantee shall indemnify, defend and hold Golf and its managers, officers, directors, shareholders, agents, employees, tenants, subtenants, successors and assigns (collectively, the "Golf Indemnitees") harmless from and against any and all damage, cost, loss, liability and expense which may be incurred by the Golf Indemnitees (including without limitation reasonable attorneys' fees and costs of suit) for injury to person or death, property damage or other liability or damages suffered by the Golf Indemnitees by reason of, resulting from, in connection with or arising from Grantee's or its invitees, permittees, contractors, subcontractors, licensees, tenants, and their tenants' customers, business invitees, vendors and employees acts or omissions in the use or maintenance of the Improvements or the Site Easement Areas (except if arising from the maintenance of the Access Area) or its performance under this Agreement. The Grantee shall remain liable for any claims arising in the Access Area arising out of the Grantee and its permittees' use thereof.

9. Insurance.

- a. Prior to any maintenance, repair or replacement work in or on the Site Easement Areas, Grantee shall obtain, or require its contractor(s) to obtain and thereafter maintain, so long as 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

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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

b. Grantee shall also carry Commercial General Liability insurance during all times it is using the Site 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 9 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 Golf; (ii) name Golf and its tenant or subtenant during their term of tenancy as additional insureds; and (iii) shall be endorsed to cover the Grantee's agreement to indemnify as set out in this Agreement. The Grantee, with respect to any maintenance, repair or replacement work in or on the Site Easement Areas, agrees to furnish Golf evidence that: (i) such insurance is in full force and effect; (ii) the premiums have been paid in full; and (iii) Golf and its tenants and subtenants are designated as additional insureds.

10. No Lien. Grantee shall not permit any lien to stand against Tract 2 or any portion thereof for any labor or materials in connection with work of any character performed or claimed

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to have been performed in connection with the repair, replacement or maintenance of the Site Easement Areas. In the event of any such lien, Grantee shall immediately have such lien released or bonded over, which release or bond shall be reasonably satisfactory to Golf. Grantee also agrees to indemnify, defend and hold Golf 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 Site Easement Areas, at the direction of Grantee, its agents or assigns.

11. Interference and Restoration. Grantee shall use all reasonable efforts to minimize obstructions to the Site Easement Areas and interference with Golf's or its tenants, subtenants, permittees, contractors, subcontractors, licensees, business invitees, and employees' use thereof. In the event Grantee or its contractors, subcontractor's, agents or employees cause damage to or disturbance of the Site Easement Areas, Grantee shall restore or cause to be restored any such damage or disturbance at its expense as soon as reasonably possible.

12. Non-Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of 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.

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

14. 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.

15. 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.

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

17. 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 Golf or its nominee or assignee to be evidenced by the recording of a deed.

18. 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.

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19. 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.

20. 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.

21. 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 Grantee:                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 Abbot (or its successor or assigns) and Roundy's Supermarkets, Inc. or its wholly owned subsidiary (Roundy's) with respect to Tract 2, 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

22. Relocation. Golf may relocate, modify, or alter the Improvements, Access Drive

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and the Site Easement Areas at any time so long as 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, modification or alteration shall be made at Golf's sole expense, and shall be done in a manner so as to minimize the interruption of Grantee's use of the Improvements for their intended purposes.

## 23. 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 construed 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) Golf may freely assign its rights, title, interest and obligations under this Agreement without the consent of Grantee, and the Parties shall cooperate in signing and recording a memorandum of any such assignment.

(j) Grantee shall be solely responsible for the payment of any and all tap-on fees in connection with the Water Facilities, and there shall be separate metering for all Water Facilities. Grantee shall also be solely responsible for all future water charges with respect to the Water Facilities serving Tract 1.

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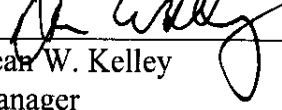
(j) The Parties acknowledge that as of the date hereof, final engineering for the Site Improvement Areas is not yet completed. As such, the Parties shall cooperate in amending this Agreement by adding the legal descriptions of the Site Easement Areas as Group Exhibit D hereto and signing and recording 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:   
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 7<sup>th</sup> day of October, 2015.

Donna S. Elischer My commission expires 11-15-2018.  
Notary Public

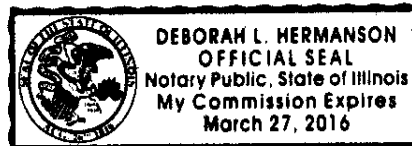


STATE OF ILLINOIS )  
 )SS:  
COUNTY OF COOK )

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.

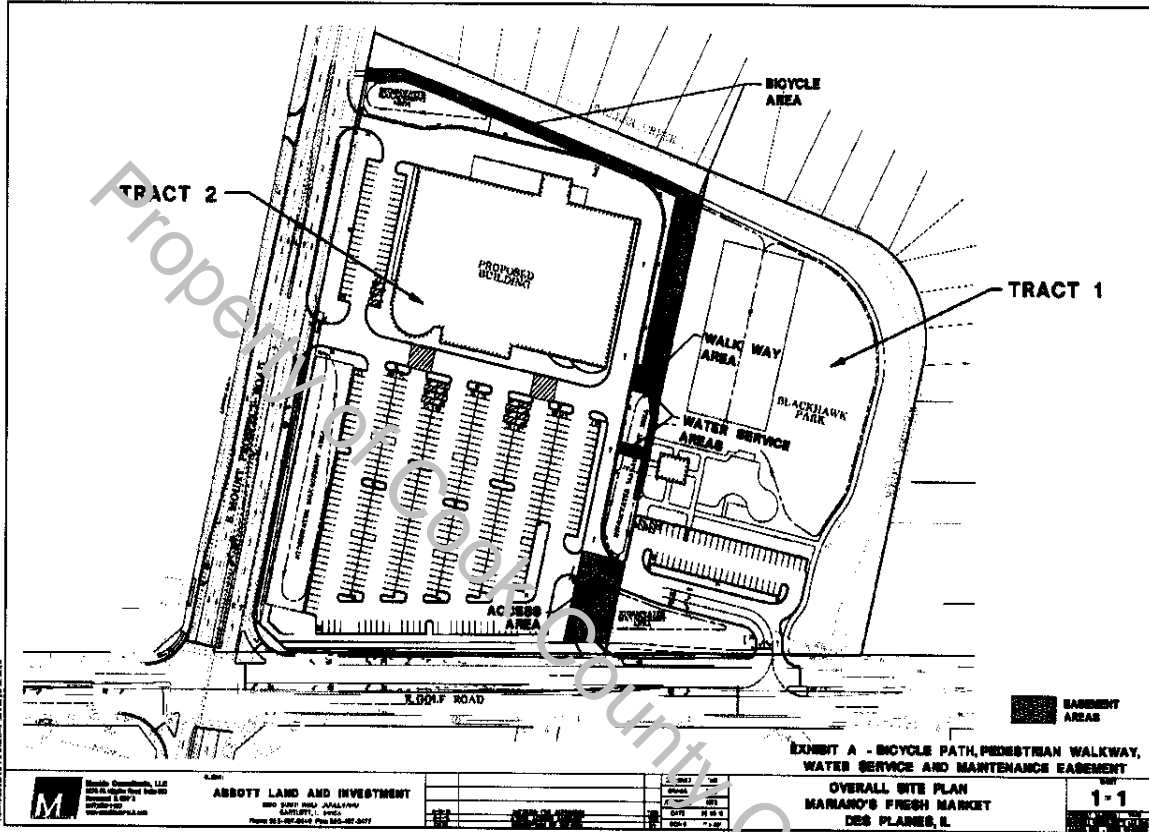
Given under my hand and notarial seal, this 8 day of October, 2015

Deborah L. Hermanson My commission  
Notary Public



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## EXHIBIT A Site Plan



**M**  
 M&M Associates, LLC  
 2015 S. Maple Street, Suite 100  
 Chicago, IL 60608  
 Phone: 773.334.1111  
 Fax: 773.334.1112

**ABBOTT LAND AND INVESTMENT**  
 300 WEST MADISON AVENUE  
 SUITE 1000  
 CHICAGO, IL 60601  
 Phone: 312.567.2000 Fax: 312.567.2001

NO. 1528919152	DATE: 11/17/15
PROJECT: MARIANO'S FRESH MARKET	SCALE: 1" = 40'
DRAWN BY: J. H. H. S.	CHECKED BY: J. H. H. S.
DATE: 11/17/15	DATE: 11/17/15

**EXHIBIT A - BICYCLE PATH, PEDESTRIAN WALKWAY,  
 WATER SERVICE AND MAINTENANCE EASEMENT**  
**OVERALL SITE PLAN**  
**MARIANO'S FRESH MARKET**  
**DES PLAINES, IL**

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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

09-18-110-007

190 E. GOLF, DES PLAINES, IL 60016

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## 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 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.

09-18-100-004

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

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GROUP EXHIBIT D

Site Easement Areas  
(To Be Added After Completion of Final Engineering)

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