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Doc# 1712216103 Fee \$80.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/02/2017 04:11 PM PG: 1 OF 22

This instrument prepared by
And after recording, please
return to:
Patrick T. Brankin
Schain, Burney, Banks & Kenny, Ltd.
70 West Madison
Three First National Plaza
Suite 4500 5300
Chicago, Illinois 60602

GRANT OF WATERLINE EASEMENT AGREEMENT

This **GRANT OF WATERLINE EASEMENT AGREEMENT** ("Agreement") is made and entered into this 6th day of Nov, 2013, by and between H.B. Fuller Company, a(n) Minnesota Corporation (hereinafter "Grantor") and Northwest Water Commission, an Illinois municipal corporation (hereinafter "Grantee"). (Grantor and Grantee shall each sometimes hereinafter be individually referred to as "Party" or, collectively, "Parties").

RECITALS:

WHEREAS, Grantor, whose office is 1200 Willow Lake Boulevard
St. Paul, MN 55110-5101, is the owner of certain real property located in _____
Cook County, Illinois, legally described in Exhibit "A", attached hereto and made a part hereof
("Property");

WHEREAS, Grantor desires to grant to Grantee, its successors, assigns, guests, invitees, employees, Grantees, contractors, a certain non-exclusive easement ("Easement") for waterlines, associated utility facilities, appurtenances, supporting structures, pipes, mains, conductors, conduits, foundations, manholes, devices and associated equipment (sometimes collectively referred to as "Waterline Facilities") over, across, through, in and under those certain portions of the Property, said portions being as legally described on Exhibit "B", attached hereto and incorporated herein and as shown on Exhibit "C", attached hereto and incorporated herein (collectively "Easement Parcel") all as hereinafter further provided;

WHEREAS, Grantee desires to accept the Easement over the Easement Parcel, all as hereinafter further provided.

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NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. **Non-Exclusive Easement.** Grantor hereby grants and conveys to Grantee, its successors, assigns, guests, invitees, employees, contractors, subcontractors and agents, and Grantee hereby accepts from Grantor a non-exclusive, perpetual Easement over, across, through, in and under the Easement Parcel, including the right of reasonable access thereto over a route determined by Grantor in its discretion, solely for the purposes of the construction, installation, operation, maintenance, repair and replacement the Waterline Facilities and for the flow of water through the Waterline Facilities. [In addition, Grantor hereby grants to Grantee the right to cut, trim, remove and/or otherwise control, at Grantee's option, without any liability to Grantee, any trees, overhanging limbs or branches, brush, shrubs, undergrowth, of whatever size (including those that are dead, diseased, weak, or leaning), or other obstructions that in Grantee's reasonable judgment endangers or will endanger the safety of, interfere with or encroach upon the use of its Waterline Facilities and/or the Easement, and that are located within the Easement Parcel.] Grantor reserves the right to use the Easement Parcel for any purpose so long as such use does not unreasonably interfere with the use of the Easement by Grantee.

2. **Purpose of Easement.** The Easement granted hereunder is to ensure that the Easement Parcel shall, at all times, remain as a waterline utility area. Grantor shall not allow, place, construct or install any buildings, structures, pile or debris, interfere with lateral support, change the level of the ground by excavation or mounding or permit or cause any excavation on the Easement Parcel. Grantor shall not disturb or interfere with Grantee's use of the Easement or Grantee's Waterline Facilities. In the event Grantor, any governmental agency and/or private entity desires or intends to conduct or commence any work, excavation, construction, installation or development (collectively "Grantor Work") of or on any property on, in, under or above the Easement Parcel, Grantor shall deliver written notice to Grantee at least ten (10) days prior to the commencement of any such Grantor Work, which notice shall contain, at a minimum, a description of the type of Grantor Work, the date of commencement and completion, the days and times involved and the name, address and telephone number of the general contractor or contact person associated with the Grantor Work. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If Grantor or any governmental authority requires Grantee to relocate the Waterline Facilities, then Grantee will relocate the Waterline Facilities to a location reasonably acceptable to Grantor and Grantee, and Grantor and Grantee will enter into an amendment to this Agreement to evidence such new location. No building, fence, façade, shed, storage facility or any other structure intended for permanent use shall be constructed or maintained for any purpose on, above, within, in or under the Easement Parcel, provided, however, Grantee may approve work to be completed on the Easement Parcel for waterline installation and operation purposes only, at Grantee's reasonable discretion. No dumping, filling, excavating or transferring of any earth material shall be permitted on, within, in or under the Easement Parcel except upon the express, prior written approval of Grantee. Grantor may improve, maintain, or use the Easement Parcel for any purpose (including the construction of improvements thereon) so long as such use does not (i) impair the structural integrity of the Waterline Facilities; or (ii) materially impair the Grantee's ability to maintain the Waterline Facilities in the Easement Parcel. Specifically, Grantor reserves the right to use the surface of the Easement Parcel for parking, landscaping and park purposes. Promptly following

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any entry into the Easement Parcel, Grantee shall restore the Easement Parcel to the substantially similar condition as existed on the date of commencement of construction and repair damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement.

3. **Term.** The term of this Easement shall commence on the date hereof and shall continue on a perpetual basis, subject to being terminable and revocable pursuant to the terms and conditions of this Agreement. Notwithstanding anything contained herein to the contrary, this Agreement and the Easement shall automatically terminate and be null and void and of no further force or effect upon Grantee's termination of the Easement or Grantee's abandonment of the Water Facilities for a period in excess of one hundred eighty (180) consecutive days.

4. **Remedies.** (a) In the event of a breach, or attempted breach or threatened breach of any of the obligations of the Easement, Grantee, in addition to any and all remedies at law or in equity Grantee may have under applicable law, shall be entitled to the remedy of specific performance, including the right to obtain an injunction to specifically enforce the performance of such obligation, the Parties hereby acknowledging the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach.

(b) No breach of the provisions of this Easement shall defect or render invalid the lien of any mortgage or deed of trust made in good faith and for value covering any part of the Easement Parcel or the Property, and any improvements which may be located thereon. The provisions of the Easement shall be binding upon and effective against any owner of the Easement Parcel, or any portion thereof, whose title is acquired by foreclosure or trustee sale or any grantee by deed in lieu of foreclosure or trustee sale.

5. **Transfers.** (a) Any transferee of all or any part of the Property shall automatically be deemed, by acquiring title to all or any portion of the Property, to have assumed all the obligations of the Easement and this Agreement, and to have agreed with the then owner or owners of all other portions of the Property to execute any and all instruments and do any and all things reasonably required to carry out the intentions of the Easement. Upon the transfer of its interest in all or a portion of the Easement Parcel, the transferor shall automatically be relieved of all liability under the Easement with respect to that portion of the Easement Area so transferred, and the transferee shall acquire such property subject to this Easement.

(b) Nothing contained in the Easement or this Agreement shall be deemed to be gift or dedication of any portion of the Easement Parcel or the Property to the general public or for any public use or purposes whatsoever, except as specifically provided herein, it being the intention of the parties hereto and their successors and assigns and that nothing in the Easement, express or implied, shall confer upon any person other than the parties hereto and their successors and assigns, any rights or remedies under or by any reason of the Easement.

6. **Maintenance and Taxes.** Grantor, its successors and assigns, shall be fully responsible for and shall pay for any and all real estate taxes and special assessments assessed against the Property.

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7. **Construction.** This instrument shall be construed in conformity with the laws of the State of Illinois and in accordance with the usage in said State of Illinois regarding easements. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties is carried out.

8. **Notice.** For the purposes of giving notices under this Agreement,

Grantor's address is:

(If other than US Mail)

H.B. Fuller Company
Law Department
1200 Willow Lake Boulevard
St. Paul, MN 55110-5101

(If by US Mail)

H.B. Fuller Company
Law Department
PO Box 64683
St. Paul, MN 55164-0683

Grantee's address is:

Northwest Water Commission
1525 North Wolf Road
Des Plaines, IL 60018
Attn: John DuRocher

with a copy to:

Schain, Burney, Banks & Kenny
70 West Madison, Suite 4500
Chicago, IL 60602
Attn: Patrick T. Franklin

Any Party may lodge written notice of a change of address. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

9. **Compliance with Laws.** Grantee shall, at its sole cost and expense, comply with any and all applicable laws, statutes, ordinances and regulations with respect to the ownership, operation, maintenance, repair, preservation and replacement of the Waterline Facilities and the Easement Parcel.

10. **No Liens.** Grantee shall not record nor permit to be recorded any mechanic's or other lien against the Easement Parcel for any labor or materials in connection with work of any character performed on the Easement Parcel. In the event of the recordation of any such lien, Grantee shall have such lien discharged or bonded over on or before ten (10) days after receipt of notice of any such lien. In addition, Grantor shall have the right, but not the obligation, to cause such lien to be released and Grantee shall pay, on demand, all of Grantor's costs and reasonable attorneys fees in connection therewith.

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11. **Condition of the Easement Parcel; Indemnity.** Grantee acknowledges that it has inspected the Easement Parcel with full knowledge of the physical condition thereof. Grantee hereby agrees to indemnify, defend and hold Grantor, its agents, representatives and employees harmless from and against any and all loss, injury, liability, expense, costs, penalty, fee, damage or claim, including, but not limited to, reasonable attorneys fees and court costs, incurred in connection with or related to any matter, problem, claim, liability or occurrence that may arise by reason of Grantee and its independent contractors, employees, representatives and agents entry upon and use of the Easement Parcel pursuant to this Agreement, including, but not limited to Grantee and its independent contractors, employees, representatives and agents intentional acts, negligence, gross negligence or willful and wanton conduct.

12. **Insurance.** (a) The Parties acknowledge Grantee maintains insurance through an alternative risk management pool entitled the Municipal Insurance Cooperative Association ("MICA"). Through MICA, Grantee shall procure and maintain, at its sole cost and expense, during the term of this Agreement, insurance insuring Grantee and Grantor against general liability, fire, casualty, theft and property damage occurring on the Easement Parcel due to or caused by Grantee and its guests, invitees, employees, Grantees and contractors use of the Easement Parcel during the term of this Agreement, and Grantor shall be named as an additional insured thereon. The amount of coverage referenced herein shall be \$ 2,000,000 for each single occurrence and \$2,000,000 in the aggregate. Notwithstanding anything contained herein to the contrary, Grantee may, at Grantee's sole option, obtain insurance from, or participate in from time to time, such other alternative risk management program(s) or pool(s) as the Grantee may determine in its sole and exclusive discretion, provided the same does not thereby decrease the insurance coverage or limits set forth in this Section 12. Prior to any entry onto the Easement Parcel, Grantee shall deliver a certificate of insurance reasonably acceptable to Grantor evidencing the insurance coverage required hereunder, provided such a certificate is available from MICA, or any successor alternative risk management program or pool chosen by Grantee. All such insurance required hereunder shall not be cancelled without thirty (30) days written notice to Grantor by either Grantee or MICA, or any successor alternative risk management program or pool chosen by Grantee.

(b) Notwithstanding anything contained herein to the contrary, nothing contained in this Agreement shall be deemed or construed as a waiver of any tort immunity rights in favor of or retained by Grantee, in its municipal or governmental capacity, under applicable governmental laws, rules, regulations, and ordinances.

13. **Binding Effect.** All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the Parties.

14. **Survival Clause.** If any term, provision, covenant or condition in this Agreement shall be or be held to be invalid, whether in general or as to any particular situation or circumstance, the remainder of this instrument and the applicability to any other situation or circumstance, as the case may be, shall not be invalidated or terminated thereby, but shall remain in full force and effect for all intents and purposes as though such invalid term, provision, covenant or condition had never been and it shall not be deemed that any such invalid provision effects the consideration for the Easement; and each provision of the Easement shall be valid and

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enforceable to the fullest extent permitted by law. If any of the covenants or rights created by this instrument would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States of America.

15. **No Waiver; Counterpart Execution.** No waiver of any default of any obligation by any Party hereto shall be implied from any omission by the other Party to take any action with respect to such default. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

16. **Assignment.** Grantee may assign Grantee's rights in this Agreement without Grantor's prior written consent, but such assignment shall not be effective against Grantor until a copy of said assignment is delivered to Grantor.

17. **Attorney's Fees.** In the event of any action or proceeding brought by either Party against the other for any matter arising out of or in any way relating to this Agreement or the Easement contained herein, the non-prevailing Party in such action or proceeding shall pay all costs, expenses and reasonable attorneys' fees incurred by the prevailing Party in connection with such action or proceeding.

19. **Easement Shall Continue Notwithstanding Breach.** It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate the Easement contained herein. However, such limitation shall not affect in any manner any other rights or remedies which any Party may otherwise have hereunder by reason of any such breach.

20. **Entire Agreement.** This Agreement contains the complete understanding and agreement of the Parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

21. **Miscellaneous.**

(a) The Article headings in this document are for convenience only, shall in no way define or limit the scope or content of the Agreement, and shall not be considered in any construction or interpretation for any part hereof.

(b) Nothing in this Agreement shall be construed to make Grantor and Grantee partners or joint venturers or render either of said Parties liable for the debts or obligations of the other.

(c) This Agreement may be amended, modified or terminated at any time by declaration in writing, executed and acknowledged by Grantor and Grantee, or their respective successors or assigns, and recorded in the Office of the Recorder of deeds of Cook County, Illinois.

(d) The recitals set forth hereinabove are incorporated herein and made a part hereof.

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(e) Time is of the essence of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and date first above written.

GRANTOR:

H B Fuller Company
Minnesota, a(n) Corporation

By: Cheryl A Bernitz
Name: Cheryl A Bernitz
Its: VP, Treasurer

ATTEST:

Kathleen A Larson
By: H. B. Fuller Company
Name: Kathleen A. Larson
Its: Notary Public

Property of Cook County Clerk's Office

GRANTEE:

Notary was TWMP Commission
_____, a(n) _____

By: [Signature]
Name: John J. [Signature]
Its: Executive Director

ATTEST:

[Signature]
By: Patrick T. Branin
Name: Notary with commission
Its: Case 1

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

PARCEL NO. 1:

THE WEST 343.21 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY'S RIGHT-OF-WAY AND NORTH OF THE SOUTH 891.04 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23 AFORESAID;

AND

PARCEL NO. 2:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHWESTERLY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY'S RIGHT-OF-WAY, EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING: THE EAST 293.17 FEET OF THE WEST 636.38 FEET LYING NORTH OF THE SOUTH 523.86 FEET THEREOF; THE WEST 323.31 FEET LYING NORTH OF THE SOUTH 891.04 FEET THEREOF; THE EAST 20.0 FEET OF THE WEST 343.21 FEET OF THE SOUTH 136.50 FEET OF THAT PART LYING NORTH OF THE SOUTH 523.86 FEET THEREOF; AND EXCEPTING THAT PART THEREOF DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE WEST ALONG THE SOUTH LINE THEREOF, 20.0 FEET; THENCE NORTH ALONG A LINE 20 FEET WEST OF AND PARALLEL WITH THE EAST LINE THEREOF, 317.54 FEET; THENCE NORTHWESTERLY 214.57 FEET ALONG THE ARC OF A CIRCLE 292.94 FEET RADIUS, CONVEX TO THE NORTHEAST AND TANGENT TO THE LAST DESCRIBED LINE, TO A POINT ON THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, 110.74 FEET TO A POINT ON THE EAST LINE OF SAID PROPERTY; THENCE SOUTH ALONG SAID EAST LINE TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: 02-23-220-003-0000; AND
02-23-220-006-0000.

ADDRESS OF PROPERTY: 315 S. HICKS ROAD
PALATINE, IL 60067

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EXHIBIT "B"

LEGAL DESCRIPTION OF THE EASEMENT PARCEL

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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GREMLEY & BIEDERMANN

A DIVISION OF
PLCS Corporation

License No. 01-005332

PROFESSIONAL LAND SURVEYORS

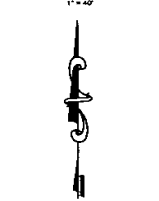
4345 NORTH ELSTON AVENUE, CHICAGO, IL 60630

TELEPHONE: (773) 685-5100 FAX: (773) 786-4144 EMAIL: INFO@PLCS-SURVEY.COM

EXHIBIT

PERMANENT EASEMENT #6 & TEMPORARY EASEMENT #6

GRAPHIC SCALE



Legend

- Storm MH
- Storm CB
- Storm Inlet
- Storm Inlet
- San MH
- San Clean Out
- Water Valve Vault
- Water MH
- Water Buffalo Box
- Water Hand Hole
- Water Meter
- Water Fire Hydrant
- Telephone MH
- Telephone Vault
- Telephone Pedestal
- Public Telephone
- Combination Pedestal
- Utility Pole
- Electric Manhole
- Electric MH
- Electric Vault
- Electric Meter
- Electric Pad
- Electric Pedestal
- Electric Light Pole
- Electric Light Pole
- Electric Light Pole with Traffic Signal
- Electric Traffic Control Box
- Electric Traffic Vault
- Electric Ground Light
- Gas Buffalo Box
- Gas Hand Note
- Gas Meter
- Gas Valve
- Gas MH
- Gas Vault
- Cable TV Pedestal
- Tree - Deciduous
- Tree - Evergreen
- Parking Meter
- Sign Post
- Mail Box
- Bumper Post
- Cur. Anchor
- Soil Boring
- Unclassified Manhole
- Auto Sprinkler
- Home Connection
- Fire Alarm
- Flag Pole
- Iron Pipe
- Iron Rod
- 3 PK Nails
- Cut Grass
- Cut Mat
- Gas Concrete Foot
- JULIE Mark - Gas
- JULIE Mark - Electric
- JULIE Mark - Telephone
- JULIE Mark - Water
- Bike Rack
- Monitoring Well

PARCEL P-6A (HB FULLER)
THAT PART OF THE SOUTH 30.00 FEET OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 WITH THE EAST LINE OF HICKS ROAD; THENCE SOUTH 89°25'08" EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 739.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°25'08" EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 438.57 FEET; THENCE NORTH 00°03'32" EAST 30.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30.00 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 89°25'08" WEST ALONG THE NORTH LINE OF THE SOUTH 30.00 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 493.35 FEET; THENCE SOUTH 45°24'24" EAST 43.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.
CONTAINING 14,219 SQUARE FEET OR 0.3264 ACRES, MORE OR LESS.

PARCEL P-6C (HB FULLER)
THAT PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 30.00 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 23 WITH THE EAST LINE OF HICKS ROAD; THENCE NORTH 00°03'32" EAST 51.00 FEET; THENCE SOUTH 89°52'27" EAST 692.73 FEET; THENCE SOUTH 45°24'24" EAST 82.19 FEET; THENCE SOUTH 89°25'08" EAST 418.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°03'32" EAST 232.77 FEET; THENCE NORTH 89°16'18" EAST 714.33 FEET; THENCE NORTH 00°02'04" EAST 183.44 FEET TO THE SOUTH-WESTERLY LINE OF THE CHICAGO & NORTH-WEST RAILWAY COMPANY; THENCE SOUTH 89°22'54" EAST ALONG SAID SOUTH-WESTERLY LINE 33.55 FEET; THENCE SOUTH 89°02'04" WEST 143.68 FEET; THENCE SOUTH 89°16'18" WEST 70.12 FEET; THENCE SOUTH 00°03'32" WEST 217.08 FEET; THENCE NORTH 89°25'08" WEST 30.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.
CONTAINING 3,399 SQUARE FEET OR 0.0775 ACRES, MORE OR LESS.

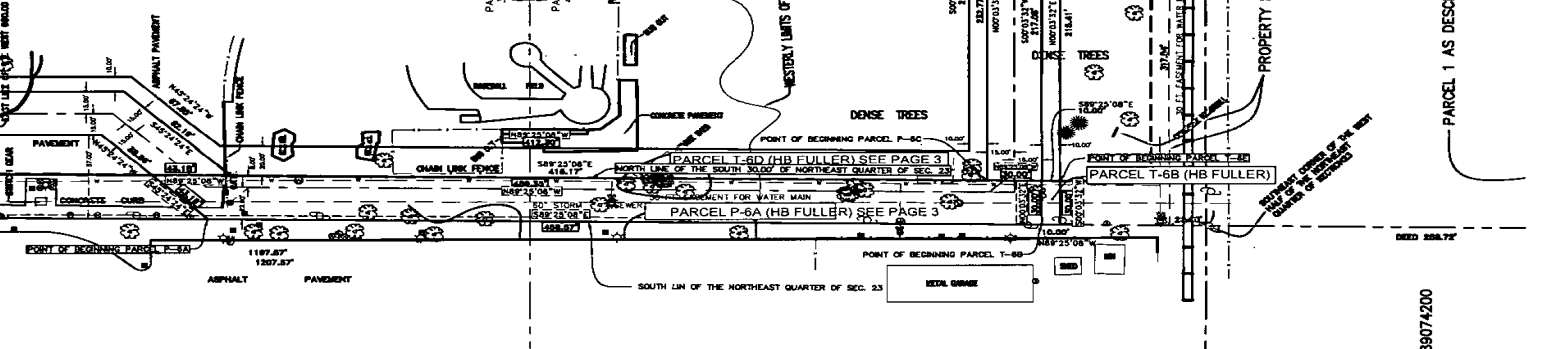
PARCEL T-6B (HB FULLER)
THAT PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 WITH THE EAST LINE OF HICKS ROAD; THENCE SOUTH 89°25'08" EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 1197.57 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°03'32" EAST 30.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30.00 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 89°25'08" WEST 30.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°03'32" WEST 30.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°25'08" WEST 10.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.
CONTAINING 300 SQUARE FEET OR 0.0069 ACRES, MORE OR LESS.

PARCEL T-6D (HB FULLER)
THAT PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 30.00 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 23 WITH THE EAST LINE OF HICKS ROAD; THENCE NORTH 00°03'32" EAST 51.00 FEET; THENCE SOUTH 89°52'27" EAST 692.73 FEET; THENCE SOUTH 45°24'24" EAST 82.19 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30.00 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 89°25'08" EAST ALONG THE NORTH LINE OF THE SOUTH 30.00 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 418.17 FEET; THENCE NORTH 00°03'32" EAST 232.77 FEET; THENCE NORTH 89°16'18" EAST 714.33 FEET; THENCE NORTH 00°02'04" EAST 183.44 FEET TO THE SOUTH-WESTERLY LINE OF THE CHICAGO & NORTH-WEST RAILWAY COMPANY; THENCE SOUTH 89°22'54" EAST ALONG SAID SOUTH-WESTERLY LINE 33.55 FEET; THENCE SOUTH 89°02'04" WEST 143.68 FEET; THENCE SOUTH 89°16'18" WEST 70.12 FEET; THENCE SOUTH 00°03'32" WEST 217.08 FEET; THENCE NORTH 89°25'08" WEST 30.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.
CONTAINING 27,141 SQUARE FEET OR 0.6231 ACRES, MORE OR LESS.

PARCEL T-6E (HB FULLER)
THAT PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 WITH THE EAST LINE OF HICKS ROAD; THENCE SOUTH 89°25'08" EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 1207.57 FEET; THENCE NORTH 00°03'32" EAST 30.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30.00 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 89°25'08" WEST 30.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°03'32" WEST 30.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°25'08" WEST 10.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.
CONTAINING 4,085 SQUARE FEET OR 0.0938 ACRES, MORE OR LESS.

SURVEY NOTES:

UTILITY WARNING
The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.
Call DIGGER - (312) 744-7000 within the City of Chicago.
Outside of the City of Chicago call J.U.L.I.E. (800) 892-0123 prior to construction or excavation.
Note R & M denotes Recent and Measured distances respectively.
Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by name and sit and once report any differences BEFORE damage is done.
For easements, building lines and other restrictions not shown on survey plot refer to your abstract, deed, contract, title policy and other building line restrictions.
NO dimensions shall be assumed by scale measurement upon this plot.
Monumentation or witness points were not set at all details required.
Unless otherwise noted herein the Bearing, Bearing, Elevation Datum and Coordinate Datum of Land is ASSALED
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ORDERED BY: JACOB
DRESS SOUTH LOOP TRANSMISSION MAIN
GREMLEY & BIEDERMANN
PLCS CORPORATION
4345 NORTH ELSTON AVENUE, CHICAGO, IL 60630
TELEPHONE: (773) 685-5100 FAX: (773) 786-4144 EMAIL: INFO@PLCS-SURVEY.COM

CHECKED: [Signature]
DATE: JUNE 04, 2012
SCALE: 1" = 40' FEET
PAGE NO.: 4

INVENT #89074200

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EXHIBIT "C"

DEPICTION OF THE EASEMENT PARCEL

(SEE ATTACHED FOR DEPICTION)

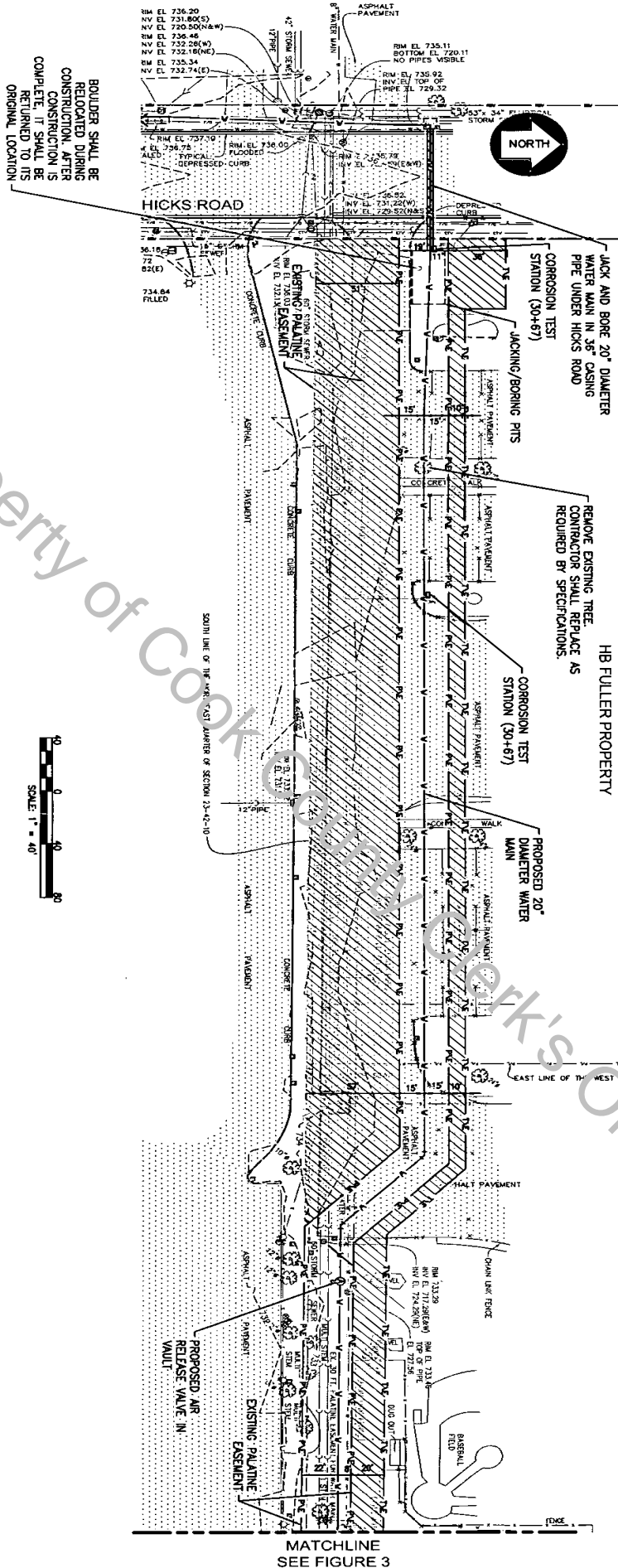
COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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Property of Cook County Health Department's Office

PROPOSED EASEMENT

H.B. FULLER

FIGURE 2



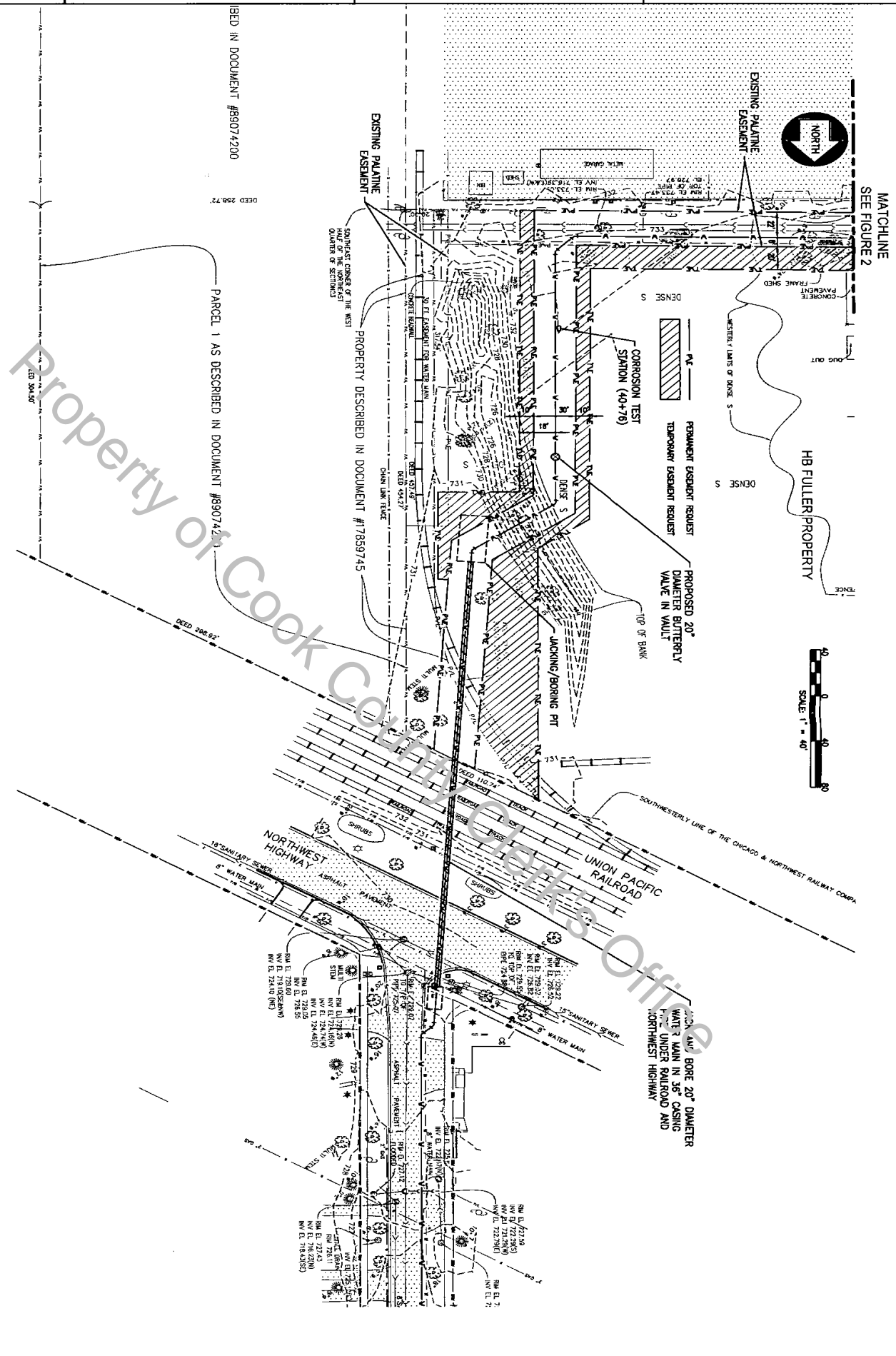
CERTIFICATE OF AUTHORIZATION NO. X530030001

PROJECT NO. 00055946
CAD FILE FILE: h48_fuller_easement
DESIGNED BY: PSA
DRAWN BY: PSA
30% CHECK: MMH
20% CHECK: MMH
DATE: OCTOBER 2013
SCALE: AS NOTED

MARK	DATE	MADE BY	CHECKED	REVISIONS	DESCRIPTION

FIGURE 2

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Property of Cook County Parks Office

<p>FIGURE 3</p>	<p>PROJECT NO: 60059346 JOB NAME: H.B. FULLER EASEMENT DRAWN BY: ISA CHECKED BY: MHW DATE: OCTOBER 2013 SCALE: AS SHOWN</p>	<p>PROPOSED EASEMENT H.B. FULLER</p> <p>FIGURE 3</p>	<p>AECOM 100 EAST WACKER DRIVE SUITE 2000 CHICAGO, IL 60601 PHONE (312) 858-8300</p> <p>CERTIFICATE OF AUTHORIZATION NO. 000000000000</p>															
		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>MARK</th> <th>DATE</th> <th>MADE BY</th> <th>CHECKED</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		MARK	DATE	MADE BY	CHECKED	DESCRIPTION										
MARK	DATE	MADE BY	CHECKED	DESCRIPTION														

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PROJECT NO. 0095546
CAD FILE TITLE: 1712216103_000_FULLER_EASEMENT
DRAWN BY: RJA
EDIT CHECK: HJM
DATE: OCTOBER 2013
SCALE: AS SHOWN

PROPOSED EASEMENT
 H.B. FULLER

FIGURE 4

AECOM

300 EAST Wacker Drive
 Chicago, IL 60601
 PHONE (312) 851-1300

CERTIFICATE OF AUTHORIZATION NO. 0000000000

MARK	DATE	MADE BY	CHECKED	DESCRIPTION

FIGURE 4