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THIS DOCUMENT HAS BEEN PREPARED
BY AND AFTER RECORDING SHOULD
BE RETURNED TO:

TRESSLER LLP
233 SOUTH WACKER DRIVE
22ND FLOOR
CHICAGO, IL 60606
ATTN: MICHAEL PETERS



Doc# 1803944046 Fee \$50.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/08/2018 12:32 PM PG: 1 OF 7

PERMANENT MULTI-USE PATH EASEMENT

THIS PERMANENT MULTI-USE PATH EASEMENT (the "Agreement") is made as of January 31, 2018, by and between the City of Countryside, an Illinois home rule unit of government (the "Grantee") and IRC Salem Square, L.L.C., a Delaware limited liability company and formerly known as Inland Salem Square, L.L.C. (the "Grantor" and collectively with the Grantee the "Parties").

RECITALS

WHEREAS, Grantor is the owner of real estate commonly known as 5555 South Brainard Avenue, Countryside, Illinois 60525, and more particularly described on Exhibit A (the "Property").

WHEREAS, Grantor desires to give to Grantee and Grantee desires to accept from Grantor an easement on a portion of the Property more particularly described on Exhibit B and shown on Exhibit C (the "Easement Area").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Grantor and Grantee agree as follows:

1. **RECITALS.** The Recitals above are hereby incorporated into this Agreement as if fully set forth herein.
2. **GRANT OF EASEMENT.** Subject to the terms of this Agreement, Grantor hereby grants and conveys to Grantee, for the purposes herein stated and for no other purpose, a perpetual, permanent and non-exclusive easement over, across and through the Easement Area for the purpose of installing, constructing, maintaining, operating, repairing and replacing a multi-use path and landscaping. Once constructed, Grantee shall, at its sole cost and expense, maintain the multi-use path and landscaping planted by Grantee in the Easement Area in a good, safe and clean condition, including periodic maintenance of paving surface, snow and ice removal, and periodic replacement of dead plantings.

JP

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This grant is subject to the right of Grantor, its successors and assigns, to construct and maintain a driveway or driveways, paved or unpaved, upon a portion of the Easement Area, and further, that the Grantee will, at Grantee's sole expense, repair and replace any part of the Property, any shrubs, or any part of the parking area or driveway on the Property damaged, removed, or otherwise disturbed by the Grantee in utilizing the rights granted hereby. Grantor reserves the right for Grantor, its successors and assigns, to occupy and use the Easement Area for any and all purposes whatsoever not inconsistent with the Agreement. For the avoidance of doubt, Grantor shall have the right to place landscaping in the Easement Area, provided such landscaping does not interfere with Grantees easement rights and provided further that Grantor shall be responsible for any landscaping planted by Grantor.

3. **RUNS WITH THE LAND.** All provisions of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.
4. **RETENTION OF RIGHTS.** Grantor shall have and retains all rights to use and occupy the Easement Area except as herein expressly granted.
5. **INVALIDITY.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be valid and enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.
6. **CONSTRUCTION.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
7. **COUNTERPARTS.** This Agreement may be executed in counterparts, whether by fax, email, scan or original, each of which shall be deemed an original, and all of which, taken together, shall constitute a single instrument.

SIGNATURES TO FOLLOW ON THE NEXT PAGE

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first written above.

GRANTEE:

ATTEST:

CITY OF COUNTRYSIDE,
an Illinois home rule unit of government

Sean R. McDermott
By: Sean R. McDermott

Sharon L. Peterson
Name: Sharon L. Peterson

Its: Mayor

Title: ASSISTANT City Administrator

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK

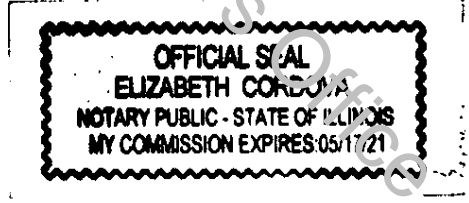
I, Elizabeth Cordova, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mayor Sean R. McDermott, personally known to me to be the Mayor of the City of Countryside, an Illinois home rule unit of government, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered this Agreement as his free and voluntary act, and as the free and voluntary act of the City of Countryside, for the uses and purposes therein set forth.

GIVEN under my hand and seal as of the date and year first written above.

Elizabeth Cordova
NOTARY PUBLIC

My commission expires:

5-17-21



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GRANTOR:
IRC SALEM SQUARE, L.L.C.,
a Delaware limited liability company



By: Midwest Retail Mezz LLC,
a Delaware limited liability company,
its sole member,

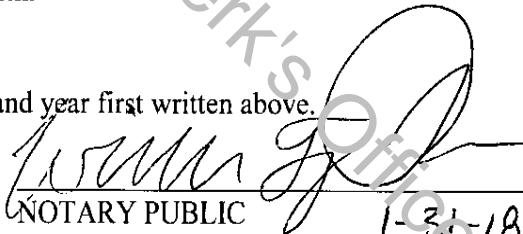
By: IRC Retail Centers LLC,
a Delaware limited liability company,
its sole member,


By: **D. Scott Carr**
Its: **Chief Executive Office**

STATE OF IL)
) SS.
COUNTY OF Waukegan

I, William Frey Pridmore, a notary public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that D. Scott Carr, personally known to me to be the CEO of
IRC Retail Centers LLC, and personally known to me to be the same person whose name is subscribed to
the foregoing instrument, appeared before me this day in person and acknowledged that he signed and
delivered this Agreement as his free and voluntary act, and as the free and voluntary act of the IRC Salem
Square, L.L.C., for the uses and purposes therein set forth.

GIVEN under my hand and seal as of the date and year first written above.



NOTARY PUBLIC 1-31-18

My commission expires:



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EXHIBIT A

THE PROPERTY

LEGAL DESCRIPTION:

THAT PART OF LOT 4 IN SCHOOL TRUSTEE'S SUBDIVISION IN THE NORTHWEST ¼ OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A NORTH AND SOUTH LINE DRAWN FROM A POINT IN THE NORTH LINE OF SAID SECTION 16, WHICH IS 1781.30 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST ¼, MEASURED ALONG THE NORTH LINE OF SAID SECTION, AND EXTENDED SOUTH TO SOUTH LINE OF SAID LOT 4 AND LYING SOUTHERLY OF THE CENTER LINE OF PLAINFIELD ROAD, (EXCEPTING FROM SAID TRACT THE WEST 30 FEET THEREOF; AND EXCEPTING FROM SAID TRACT THE SOUTH 289 FEET THEREOF; AND EXCEPT THE NORTH 33 FEET THEREOF TAKEN FOR PLAINFIELD ROAD; AND ALSO EXCEPTING THAT PART OF THE WEST 192.44 FEET OF SAID LOT FOUR (4) BOUNDED AND DESCRIBED AS FOLLOWS; BEGINNING IN THE WEST LINE OF SAID LOT, 432.25 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH ON THE WEST LINE OF SAID LOT TO THE CENTER LINE OF PLAINFIELD ROAD; THENCE NORTHEASTERLY ON THE CENTER LINE OF PLAINFIELD ROAD TO THE EAST LINE OF THE WEST 192.44 FEET OF SAID LOT; THENCE SOUTH ON SAID EAST LINE, 228.68 FEET TO A POINT; THENCE SOUTHWESTERLY TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THE WEST 30 FEET THEREOF; AND EXCEPTING THE NORTH 33 FEET TAKEN FOR PLAINFIELD ROAD, AND EXCEPTING FROM AFORESAID PART OF LOT 4, THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF PLAINFIELD ROAD AND WITH THE WEST LINE OF THE EAST 1781.30 FEET OF THE NORTHWEST ¼ OF SAID SECTION 16 (AS MEASURED ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 284 FEET; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 12 MINUTES 40 SECONDS WITH THE LAST DESCRIBED COURSE (AS MEASURED NORTH TO WEST) FOR A DISTANCE OF 210 FEET; THENCE NORTH ALONG A LINE FORM AN ANGLE OF 91 DEGREES 53 MINUTES 01 SECONDS WITH THE LAST DESCRIBED COURSE (AS MEASURED FROM EAST TO NORTH) FOR A DISTANCE OF 150 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF PLAINFIELD ROAD AFORESAID, SAID POINT BEING 250 FEET SOUTHWESTERLY FROM THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 250 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 18-16-100-013-0000

COMMONLY KNOWN AS: 5555 South Brainard Avenue, Countryside, IL 60525

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EXHIBIT B

EASEMENT AREA

LEGAL DESCRIPTION:

THAT PART OF THE FOLLOWING PROPERTY WHICH LIES WEST OF A LINE THAT IS DRAWN BY EXTENDING THE WESTERN LOT LINE OF LOT 1 OF EDGEWOOD PARK UNIT NO. 2 (AND COMMONLY KNOWN AS 742 LONGVIEW DRIVE, COUNTRYSIDE, IL 60525 WITH A PIN 18-16-105-010-0000):

THAT PART OF LOT 4 IN SCHOOL TRUSTEE'S SUBDIVISION IN THE NORTHWEST ¼ OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A NORTH AND SOUTH LINE DRAWN FROM A POINT IN THE NORTH LINE OF SAID SECTION 16, WHICH IS 1781.30 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST ¼, MEASURED ALONG THE NORTH LINE OF SAID SECTION, AND EXTENDED SOUTH TO SOUTH LINE OF SAID LOT 4 AND LYING SOUTHERLY OF THE CENTER LINE OF PLAINFIELD ROAD, (EXCEPTING FROM SAID TRACT THE WEST 30 FEET THEREOF; AND EXCEPTING FROM SAID TRACT THE SOUTH 289 FEET THEREOF; AND EXCEPT THE NORTH 33 FEET THEREOF TAKEN FOR PLAINFIELD ROAD; AND ALSO EXCEPTING THAT PART OF THE WEST 192.44 FEET OF SAID LOT FOUR (4) BOUNDED AND DESCRIBED AS FOLLOWS; BEGINNING IN THE WEST LINE OF SAID LOT, 432.25 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH ON THE WEST LINE OF SAID LOT TO THE CENTER LINE OF PLAINFIELD ROAD; THENCE NORTHEASTERLY ON THE CENTER LINE OF PLAINFIELD ROAD TO THE EAST LINE OF THE WEST 192.44 FEET OF SAID LOT; THENCE SOUTH ON SAID EAST LINE, 228.68 FEET TO A POINT; THENCE SOUTHWESTERLY TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THE WEST 30 FEET THEREOF; AND EXCEPTING THE NORTH 33 FEET TAKEN FOR PLAINFIELD ROAD, AND EXCEPTING FROM AFORESAID PART OF LOT 4, THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF PLAINFIELD ROAD AND WITH THE WEST LINE OF THE EAST 1781.30 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 16 (AS MEASURED ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 289 FEET; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 12 MINUTES 40 SECONDS WITH THE LAST DESCRIBED COURSE (AS MEASURED NORTH TO WEST) FOR A DISTANCE OF 210 FEET; THENCE NORTH ALONG A LINE FORM AN ANGLE OF 91 DEGREES 53 MINUTES 01 SECONDS WITH THE LAST DESCRIBED COURSE (AS MEASURED FROM EAST TO NORTH) FOR A DISTANCE OF 150 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF PLAINFIELD ROAD AFORESAID, SAID POINT BEING 250 FEET SOUTHWESTERLY FROM THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 250 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PART OF PIN: 18-16-100-013-0000

COMMONLY KNOWN AS: 5555 South Brainard Avenue, Countryside, IL 60525


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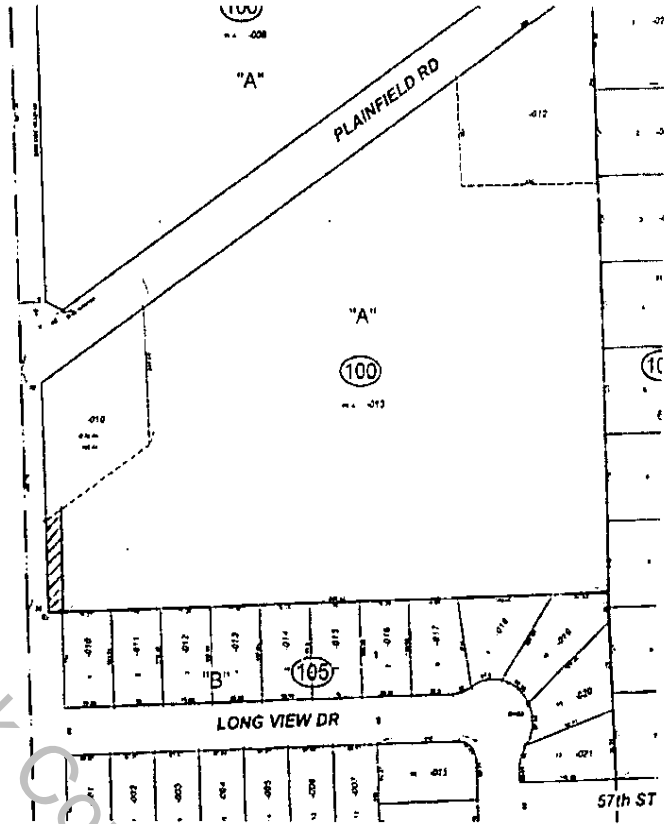
EXHIBIT C DEPICTION OF EASEMENT AREA

of the part S. of the N. line of 5th St.) Rec. Nov 8, 1917 Doc. 11758106.

"C"
LA GRANGE TERRACE, being a sub. in the W 1/2 of Sec. 16-39-12
Correction Rec. Oct 18, 1940 Doc. 13019892 Rec. Aug 30, 1946 Doc. 13882141

"D"
EDGEWOOD PARK UNIT NO. 3, a Sub. of Lot "A" in Edgewood
Park Unit No. 2 - (see "B") Rec. Apr 25, 1963 Doc. 12087791

 = EASEMENT AREA



COOK COUNTY
RECORDER OF DEEDS