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Doc#: 2302525178 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/25/2023 02:26 PM Pg: 1 of 7

Prepared by and return to: Malee Johnson, Cargill, Incorporated, 1407 McGinty Rd W MS-24, Wayzata, MN 55391

[This Space Reserved for Recording Purposes]

26-30-100-060-0000
26-30-100-061-0000

EASEMENT AGREEMENT (For the Purpose of Water Pipeline)

This Easement Agreement (this "Agreement") is made and entered into effective as of January 4, 2023 (the "Effective Date"), by and among CARGILL, INCORPORATED, a Delaware corporation ("Grantor"), as grantor, and CHICAGO TITLE LAND TRUST NO. 17509 ("Grantee"), as grantee, with reference to the following facts:

RECITALS

1. Grantor is the owner of certain real property located in the City of Chicago, Cook County, Illinois, commonly known as 12201 South Torrence Avenue, Parcel No. 26-30-100-060-0000 (the "Grantor Property").
2. Grantee is the owner of certain real property located in the City of Chicago, Cook County, Illinois, commonly known as 11701 South Torrence Avenue, Parcel No. 26-30-100-061-0000 (the "Grantee Property").
3. Grantee desires to obtain from Grantor, and Grantor desire to convey to Grantee an easement for purposes as hereinafter described.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, Grantor hereby grant to Grantee the easement as hereinafter described, and the parties agree as follows:

AGREEMENT

1. Whenever used herein, the terms "Grantor" and "Grantee" shall include and benefit the parties to this instrument and their successors, assigns, agents, employees, representatives, invitees and contractors.

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2. Grantor hereby grant to Grantee a non-exclusive, perpetual easement (the "Easement"), on, over, across and under a portion of the Grantor Property (the "Easement Area"), as depicted on Exhibit A attached hereto and made a part hereof, together with the right of ingress and egress, over and across the Easement Area, for the right to construct, install, maintain, repair, remove, replace, inspect and operate an underground water pipeline ("Pipeline"). The Easement shall run with the Easement Properties and for the benefit of Grantee.
3. Grantee shall indemnify and hold Grantor harmless from and against all claims, losses and damages, including environmental, resulting from or arising out of the use and operation of the Easement or Easement Area by Grantee, its agents, employees, invitees and contractors, unless such claims, losses or damages result from or arise out of Grantor's negligence or greater culpability.
4. Grantor warrants that it is the owner of the Grantor Property, and that Grantor has the full power, right and authority to convey the Easement to Grantee without the consent of any third party and that Grantee's use of the same will be undisturbed.
5. Grantee and Grantor, together with their respective lessees, licensees, successors and assigns, shall have the right to use the surface and subsurface of the Easement Area lying upon the Grantor Property, for any purpose not inconsistent with the purpose of the Easement as set forth above. Grantor agrees not to obstruct, impede, or interfere in the reasonable use of the Easement Area by Grantee for the purposes set forth herein. Grantor retains the right to grant easement rights to others in and to the Easement Area located on the Grantor Property. The Easement shall be subject to all valid and existing licenses, easements, leases, grants, exceptions, reservations and conditions of record affecting the Easement Area. Grantee shall not obstruct, impede, or interfere in the reasonable use of the Easement Area by Grantor.
6. Grantee shall maintain, repair, inspect and operate the Pipeline so as to occasion the least practicable damage and inconvenience to Grantor as reasonably possible. Grantee, at its sole expense, shall be obligated to restore the ground surface of the Easement and the Easement Area to substantially the same condition and contour as existed immediately prior to the commencement of any work. The Easement is also for the benefit of any contractor, agent, employee, or representative of Grantee in any of said construction and work.
7. Grantor shall furnish water for ordinary office cleaning, toilet, lavatory and drinking purposes. If Grantee use requires, uses or consumes water for any other purpose or Grantor determines that Grantee's use exceeds ordinary use, Grantor may assess Grantee reasonable charges for additional water. Grantee shall install, maintain, repair, inspect and operate a water meter serving the Pipeline (the "Water Meter") and furnish such readings from time to time as may be requested by Grantor. If Grantee is assessed charges for additional water, Grantee will remit payment to Grantor within thirty (30) days of its receipt of an invoice for such charges.
8. Grantee shall not further extend the Pipeline beyond its current end point of use, the administrative offices building located on the Grantee Property.
9. Grantee shall have the right to clear and keep clear brush, trees, shrubbery, roots and other obstructions which, in Grantee's reasonable judgment, may interfere with the safe, proper and

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expeditious maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said Pipeline, or any part thereof, within or upon the Easement Area.

10. Grantee shall reimburse Grantor for any loss of productivity by Grantor in the event of any damage to the Pipeline during any construction, maintenance, or repair.

11. This Easement specifically includes any successor to Grantor or Grantee. Any such successor shall be bound by and assume the rights and obligations of their predecessor as set forth herein.

12. The provisions of this Agreement shall not be deemed to constitute a dedication for public use or to create any right in the general public.

13. This Agreement represents the entire Agreement between the parties with respect to the subject matter addressed herein and supersedes all prior or contemporaneous agreements or understandings, written or oral, between the parties with respect to the same subject matter, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No amendment to this Agreement shall be binding upon the parties unless it is in writing and is executed by duly authorized representatives of each of the parties.

14. This Agreement shall be governed, construed and interpreted in accordance with the substantive laws of the State of Illinois, without regard to its conflict of laws provision.

15. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though said invalid, illegal or unenforceable provisions were not contained herein.

[SIGNATURE PAGES TO FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, Grantor has executed this Agreement as of the day and year first above written.

CARGILL, INCORPORATED

By: *Colleen May*

Name: Colleen May

Its: President, Cargill BioIndustrial

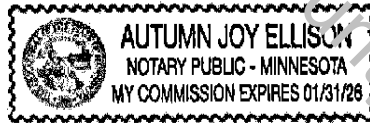
Signed and delivered this *Jan 20, 2023* in the presence of:

Autumn Joy Ellison

Notary Public

My Commission Expires: *01/31/2024*

[NOTARY SEAL]



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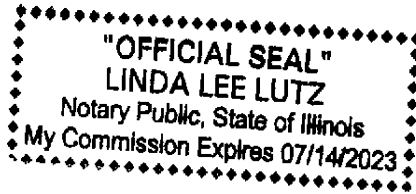
IN WITNESS WHEREOF, Grantee has executed this Agreement as of the day and year first above written.

Grantor:
Chicago Title Land Trust Company as trustee
under the provisions of trust agreement dated
~~December 18, 2003~~, and known as trust No. 17509
By: _____
Name: Martha Lopez
Its: Trust Officer



Signed and delivered this January 6, 2023 in the presence of:

Linda Lee Lutz
Notary Public



My Commission Expires:

[NOTARY SEAL]

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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EXHIBIT "A"

Easement Area

THAT PART OF LOT 2 IN COUNTY CLERK'S DIVISION OF PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 19, AND OF PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE UNITED STATES CHANNEL OF THE CALUMET RIVER, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1909 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT 4333221, AND LYING 7.50 FEET EITHER SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 774.30 FEET OF THE SOUTHWEST QUARTER OF SECTION 19 AFORESAID, BEING ALSO THE NORTH LINE OF LOT 2 AFORESAID, SOUTH 89°15'50" EAST (ASSUMED) 938.78 FEET FROM THE WEST LINE THEREOF;

THENCE SOUTH 23 DEGREES 15 MINUTES 24 SECONDS WEST 28.25 FEET;
 THENCE SOUTH 34 DEGREES 23 MINUTES 19 SECONDS WEST 138.84 FEET;
 THENCE SOUTH 89 DEGREES 43 MINUTES 41 SECONDS EAST 62.00 FEET;
 THENCE NORTH 46 DEGREES 32 MINUTES 45 SECONDS EAST 16.38 FEET;
 THENCE SOUTH 89 DEGREES 42 MINUTES 11 SECONDS EAST 165.97 FEET;
 THENCE SOUTH 01 DEGREES 18 MINUTES 54 SECONDS EAST 173.75 FEET;
 THENCE SOUTH 08 DEGREES 14 MINUTES 34 SECONDS EAST 108.46 FEET;
 THENCE SOUTH 02 DEGREES 09 MINUTES 51 SECONDS WEST 76.34 FEET;
 THENCE SOUTH 09 DEGREES 42 MINUTES 18 SECONDS WEST 157.47 FEET;
 THENCE SOUTH 13 DEGREES 27 MINUTES 27 SECONDS WEST 196.20 FEET;
 THENCE 147.14 FEET ALONG THE ARC OF A CIRCLE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 221.22 FEET AND A CHORD WHICH BEARS SOUTH 22 DEGREES 30 MINUTES 37 SECONDS WEST A DISTANCE OF 144.45 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE, IN COOK COUNTY, ILLINOIS.
 CONTAINING 19,062 SQUARE FEET, OR 0.44 ACRES, MORE OR LESS.

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GREMLEY & BIEDERMANN

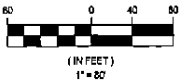
A DIVISION OF
PLCS Corporation
LICENSE NO. 186-005332

PROFESSIONAL LAND SURVEYORS

4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

EXHIBIT WATER EASEMENT

GRAPHIC SCALE



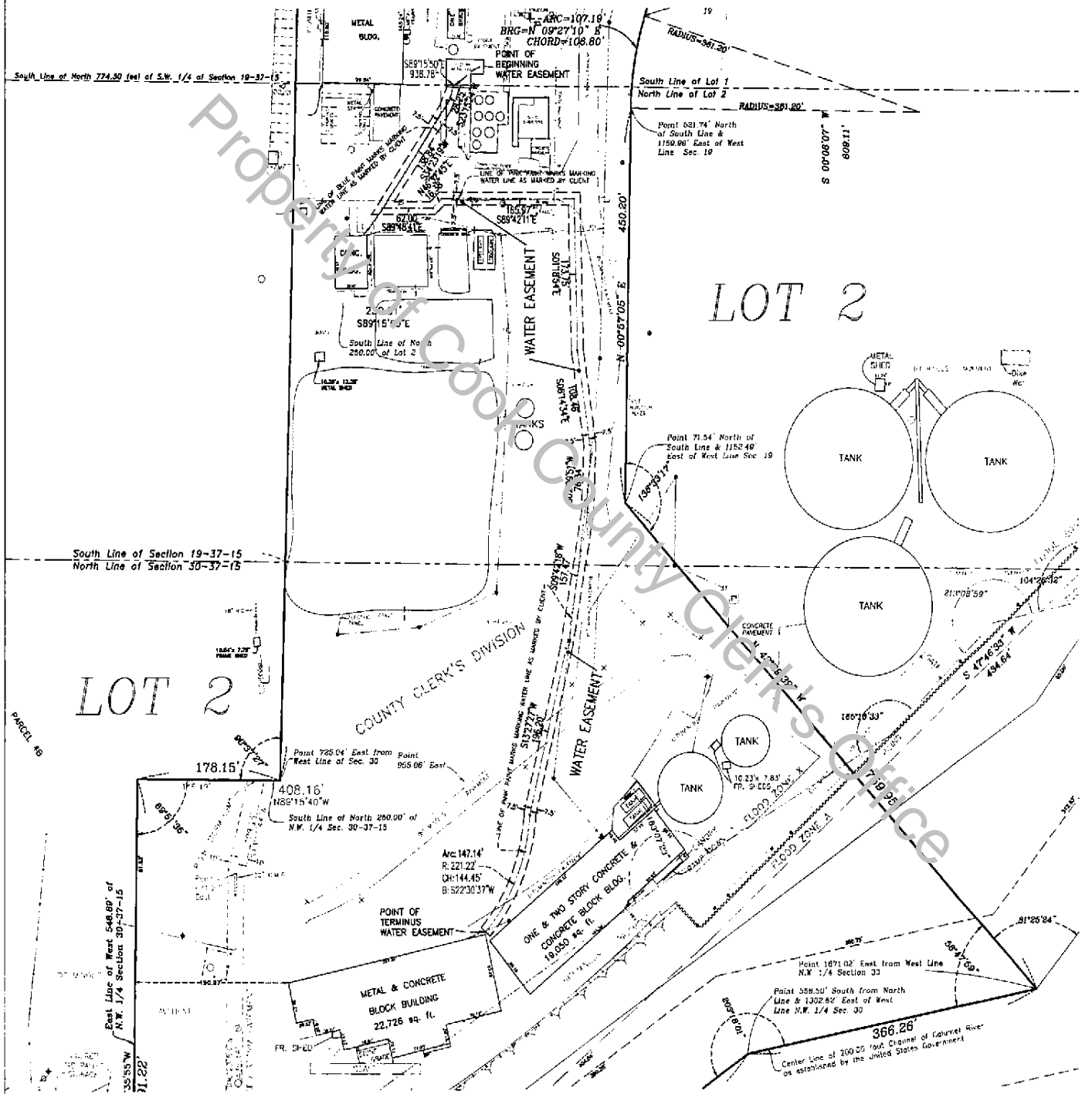
WATER EASEMENT

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CONTAINING 19.062 SQUARE FEET, OR 0.44 ACRES, MORE OR LESS



NOTES.

Distances shown hereon are both Measured (M) and Record (R), unless otherwise noted, and are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done

Physical Improvements not shown hereon per request of client.

For easements, building lines and other restrictions not shown on exhibit, refer to your abstract, deed, contract, title policy and local building line regulations.

NO dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED

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ORDERED BY: DEINGA	CHECKED: DRAWN
ADDRESS: 1220 S TORRENCE AVENUE, CHICAGO, IL	
GREMLEY & BIEDERMANN PLCS CORPORATION LICENSE NO. 186-005332 4515 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TEL: PHONE (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM	
ORDER NO. 2022-30274-001	DATE JULY 19, 2022
SCALE 1 inch = 80 FEET	PAGE NO. 1 OF 1