

UNOFFICIAL COPY

3 3 3 3 4 3 3 6

86551036

AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of October, 1986, by and between LEXINGTON DEVELOPMENT CORPORATION, a Delaware corporation, (hereinafter referred to as LEXINGTON), and I & R INVESTMENTS, INC., an Illinois corporation, (hereinafter referred to as I & R);

W I T N E S S E T H:

A. LaSalle National Bank, as Trustee under Trust Number 10-24978-08 (the "Trustee"), is the holder of legal title to property legally described on Exhibit A attached hereto, and commonly known as the Rob Roy Development, Prospect Heights, Illinois (hereafter referred to as the Rob Roy Development).

B. I & R is the owner of property legally described on Exhibit B attached hereto and commonly referred to as Fairway Estates, Prospect Heights, Illinois ("Fairway Estates").

C. LEXINGTON has concurrently herewith agreed to cause the Trustee to grant temporary and permanent easements over and through certain portions of the golf course in the Rob Roy Development (the "Easement Parcel") to I & R and the City of Prospect Heights (collectively, the "Grantees") for the purpose of installing a water line extension as set forth in that certain Grant of Easement dated October 23, 1986, by and between Trustee and Grantees, a copy of which is attached hereto as Exhibit C.

NOW, THEREFORE, in consideration of LEXINGTON causing the Grant of Easement to be granted and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, I & R and LEXINGTON agree as follows:

1. After completion of construction of a water line extension within the Easement Parcel, I & R shall at its own cost and expense promptly restore the Easement Parcel to its condition as it existed prior to the commencement of such work. Such restoration shall be completed within ten (10) days after the completion of work on the Easement Parcel and shall include, but shall not be limited to, the removal of excess dirt and construction materials from the Easement Parcel and the replacement of any damaged or removed shrubs, trees and ground cover.

Review to Be (RHE)

86551036

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 6 5 5 4 3 '3 6

2. In the event I & R fails to fulfill its obligation to restore the Easement Parcel as aforesaid, LEXINGTON may, without notice, restore the Easement Parcel and I & R shall reimburse LEXINGTON for the cost of such restoration and shall pay any other costs or expenses (including attorney's fees) incurred by LEXINGTON as a result of I & R's failure to fulfill its obligation to restore the Easement Parcel (the "Restoration Costs"). I & R shall pay the Restoration Costs to LEXINGTON within fourteen (14) days after the date upon which LEXINGTON mails or personally delivers invoices for the Restoration Costs to I & R.

3. In the event I & R fails to reimburse LEXINGTON for the Restoration Costs within the aforesaid fourteen (14) day period, LEXINGTON shall thereupon have a lien upon Fairway Estates to secure the repayment of the Restoration Costs and all interest accruing pursuant to the provisions of this paragraph. Such lien shall arise immediately upon the recording of a notice thereof by LEXINGTON and shall continue in full force and effect until the Restoration Costs and any interest thereon is paid in full. Any costs or expenses incurred by LEXINGTON as a result of any proceedings to foreclose the lien created hereby shall also be payable by I & R, together with interest accrued thereon.

Interest on sums payable hereunder shall accrue from the date said sums first become due hereunder until paid at the rate of eighteen percent (18%) per annum.

4. I & R shall install prior to March 31, 1987, a water main at its own cost and expense consisting of approximately four hundred twenty (420) lineal feet of eight (8) inch ductile iron water main (the "Water Main") for the non-exclusive use and benefit of LEXINGTON and its subsidiaries in the development of the commercial and office area in the Rob Roy Development (the "Commercial Area"). The Water Main shall be installed as part of the off-site improvements for Fairway Estates and shall be installed in the Euclid Avenue right of way in accordance with and pursuant to engineering plans approved by the City of Prospect Heights and prepared by Applied Engineering Company dated April 7, 1986 and revised April 24, 1986 which inter alia depict the Water Main.

5. In the event I & R fails to complete the installation of the Water Main prior to March 31, 1987 as aforesaid, LEXINGTON may install the Water Main and I & R shall then reimburse LEXINGTON for the cost of said installation and

8555-1336

UNOFFICIAL COPY

3 6 5 5 4 3 3 6

shall pay any other costs or expenses (including attorney's fees) incurred by LEXINGTON as a result of I & R's failure to complete the installation of the Water Main in accordance with the terms hereof (the "Installation Costs"). I & R shall pay the Installation Costs to LEXINGTON immediately upon demand by LEXINGTON, and, in the event I & R fails to so pay the Installation Costs, LEXINGTON shall thereupon have a lien upon Fairway Estates to secure the repayment of the Installation Costs and all interest accruing pursuant to the provisions of this paragraph. Such lien shall arise immediately upon the recording of a notice thereof by LEXINGTON and shall continue in full force and effect until the Installation Costs and any interest thereon is paid in full. Any costs or expenses incurred by LEXINGTON as a result of any proceedings to foreclose the lien created hereby shall also be payable by I & R, together with interest accrued thereon.

Interest on sums payable hereunder shall accrue from the date said sums first become due hereunder until paid at the rate of eighteen percent (18%) per annum.

6. I & R represents and warrants there is and shall be no so-called "recapture agreements" entered into by I & R and the City of Prospect Heights involving payments to the City of Prospect Heights for the right of LEXINGTON, its subsidiaries, successors or assigns to connect future improvements in the Commercial Area to the Water Main.

In the event I & R breaches the aforesaid warranty, I & R shall indemnify and hold LEXINGTON harmless for such recapture payments and all costs and expenses (including attorney's fees) relative thereto. After recording of a notice thereof by LEXINGTON, all such payments, costs and expenses shall constitute a lien upon the land described on Exhibit B hereto.

7. This Agreement and its terms and conditions shall inure to the benefit of and be binding upon LEXINGTON and I & R and their respective successors and assigns.

8. After completion of construction of the water line extension and restoration of the Easement Parcel and after completion of construction of the Water Main in accordance with the terms and provisions of paragraph 4 hereof, LEXINGTON shall execute a release of this Agreement, to be recorded by I & R at its own expense, in a form satisfactory to I & R acknowledging satisfaction of the obligations of I & R under this Agreement.

8555-1036

UNOFFICIAL COPY

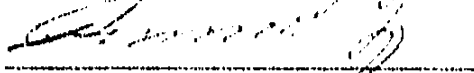
Property of Cook County Clerk's Office

UNOFFICIAL COPY


0 6 7 5 4 3 3 6

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.


ATTEST:


Its: Notary Public

LEXINGTON DEVELOPMENT CORPORATION,
a Delaware corporation

By: 
Its, President
Vice

ATTEST:


Its: Secretary

I & R INVESTMENTS, INC., an
Illinois corporation

By: 
Its President

This document was prepared by and after recording should be returned to:

Richard H. Levy
c/o Rudnick & Wolfe
Suite 2600
30 N. LaSalle Street
Chicago, IL 60602

P.I.N. for Fairway Estates,
legally described on Exhibit B

03-26-206-001-0000 through
03-26-206-008-0000
03-26-207-001-0000 through
03-26-207-037-0000
03-26-208-001-0000 through
03-26-208-009-0000
03-26-209-001-0000 through
03-26-209-010-0000

P.I.N. for Rob Roy Development,
legally described on Exhibit A

03-26-200-018-0000
03-26-102-003-0000
03-26-100-008-0000
03-26-101-002-0000
03-26-202-002-0000

865-51236

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

1 6 5 4 3 3 6

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
 LAKE) SS.
COUNTY OF ~~COOK~~)

I, Mary M. Boyle, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Peter J. Bianchini personally known to me to be the Vice President of LEXINGTON DEVELOPMENT CORPORATION, a Delaware corporation, and Richard H. Levy personally known to me to be the Asst. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Peter J. Bianchini and Richard H. Levy they signed and delivered the said instrument as Vice President and Asst. Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and County seal this 13th day of November, 1986.

Mary M. Boyle
Notary Public
My Commission Expires: _____

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES ON _____
EXPIRES ON _____

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES ON _____
EXPIRES ON _____

86551236

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3 6 5 5 4 3 3 6

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Alan L. Stefaniak, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ralph Ross personally known to me to be the President of I & R INVESTMENTS, INC., an Illinois corporation, and Phillip F. Albrecht personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 23rd day of October, 1986.



Notary Public
My Commission Expires: 9/29/87

85554336

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3 3 5 5 4 3 3 6

CONSENT OF MORTGAGEE

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, holder of a mortgage dated May 17, 1982, on the real estate described on Exhibit "A" attached hereto which mortgage was recorded in the Office of Recorder of Deeds, Cook County, Illinois on May 18, 1982 as Document No. 26232901 does hereby consent to the execution and recording of the aforesaid AGREEMENT and agrees that the aforesaid mortgage is subject to the provisions of said AGREEMENT.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO has caused these presents to be executed by its duly authorized officers on its behalf this 19th day of November, 1986.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

BY: Bruce F. Manth
Its: Second Vice President

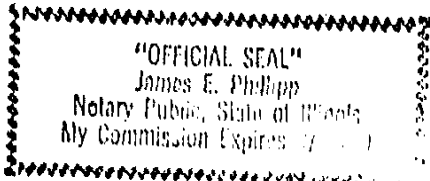
ATTEST:

Kathleen A. Kuhn
Its: Asst. Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, James E. Phillip, a notary public in and for said County and State do hereby certify that Bruce F. Manth and Kathleen A. Kuhn, the Sec. Vice President and Asst. Secretary respectively of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO Chicago, Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sec. Vice President and Asst. Secretary appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of November, 1986.



James E. Phillip
Notary Public

My Commission Expires: _____

865542336

UNOFFICIAL COPY

Property of Cook County Clerk's Office

PARCEL 1

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER (EXCEPT THE NORTHERLY 250.00 FEET OF THE WESTERLY 250.00 FEET THEREOF) ALL IN SECTION 26, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 89° 59' 20" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 26, A DISTANCE OF 33.00 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 00° 18' 55" WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 2394.50 FEET; THENCE SOUTH 90° 00' 00" EAST, A DISTANCE OF 217.00 FEET; THENCE NORTH 00° 18' 55" WEST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 90° 00' 00" EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 1081.26 FEET; THENCE SOUTH 00° 13' 46" EAST, A DISTANCE OF 24.89 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED AND HAVING A RADIUS OF 240.00 FEET, A DISTANCE OF 137.49 FEET TO A POINT OF TANGENCY; THENCE SOUTH 32° 35' 41" WEST ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 36.44 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED AND HAVING A RADIUS OF 40.00 FEET, A DISTANCE OF 36.01 FEET TO A POINT OF TANGENCY; THENCE SOUTH 83° 33' 59" WEST ALONG A LINE WHICH IS NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 44.41 FEET; THENCE NORTH 52° 35' 12" WEST, A DISTANCE OF 55.72 FEET; THENCE SOUTH 68° 00' 40" WEST, A DISTANCE OF 226.09 FEET; THENCE NORTH 22° 05' 33" WEST, A DISTANCE OF 146.24 FEET; THENCE NORTH 80° 00' 50" WEST, A DISTANCE OF 152.82 FEET; THENCE SOUTH 60° 00' 42" WEST, A DISTANCE OF 423.15 FEET; THENCE SOUTH 26° 55' 00" WEST, A DISTANCE OF 437.38 FEET; THENCE SOUTH 05° 47' 14" EAST, A DISTANCE OF 446.27 FEET; THENCE SOUTH 01° 33' 56" EAST, A DISTANCE OF 622.23 FEET; THENCE SOUTH 88° 21' 24" EAST, A DISTANCE OF 24.20 FEET; THENCE NORTH 33° 33' 02" EAST, A DISTANCE OF 341.97 FEET; THENCE NORTH 86° 24' 18" EAST, A DISTANCE OF 382.75 FEET; THENCE SOUTH 92° 40' 27" EAST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 01° 21' 26" WEST, A DISTANCE OF 72.73 FEET; THENCE SOUTH 64° 34' 29" EAST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 20° 03' 17" WEST, A DISTANCE OF 53.00 FEET; THENCE NORTH 64° 34' 28" WEST, A DISTANCE OF 111.35 FEET; THENCE SOUTH 89° 21' 48" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 58° 10' 21" WEST, A DISTANCE OF 477.85 FEET; THENCE SOUTH 75° 52' 12" WEST, A DISTANCE OF 380.00 FEET; THENCE SOUTH 00° 07' 18" WEST, A DISTANCE OF 149.55 FEET; THENCE SOUTH 89° 52' 42" EAST, A DISTANCE OF 1.13 FEET; THENCE SOUTH 00° 18' 34" EAST, A DISTANCE OF 199.96 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 89° 59' 20" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 287.00 FEET TO THE PLACE OF BEGINNING.

08/01/2008

UNOFFICIAL COPY

Property of Cook County Clerk's Office

86554336

PARCEL 2

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER (EXCEPT THE NORTHERLY 250.00 FEET OF THE WESTERLY 250.00 FEET THEREOF) ALL IN SECTION 26, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH $89^{\circ} 59' 20''$ EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 26, A DISTANCE OF 2296.00 FEET FOR A PLACE OF BEGINNING; THENCE NORTH $00^{\circ} 00' 40''$ EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH $33^{\circ} 15' 29''$ WEST, A DISTANCE OF 466.45 FEET; THENCE NORTH $57^{\circ} 24' 13''$ WEST, A DISTANCE OF 598.00 FEET; THENCE NORTH $65^{\circ} 42' 45''$ WEST, A DISTANCE OF 392.86 FEET; THENCE SOUTH $54^{\circ} 34' 21''$ WEST, A DISTANCE OF 91.71 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 648.00 FEET AND A CHORD BEARING OF NORTH $35^{\circ} 26' 34''$ EAST, A DISTANCE 156.19 FEET TO A POINT ON THE CURVE; THENCE SOUTH $79^{\circ} 44' 39''$ EAST, A DISTANCE OF 769.25 FEET; THENCE SOUTH $54^{\circ} 04' 48''$ EAST, A DISTANCE OF 158.82 FEET; THENCE SOUTH $85^{\circ} 28' 31''$ EAST, A DISTANCE OF 139.43 FEET; THENCE NORTH $43^{\circ} 43' 37''$ EAST, A DISTANCE OF 159.14 FEET; THENCE NORTH $06^{\circ} 56' 39''$ WEST, A DISTANCE OF 139.99 FEET; THENCE NORTH $06^{\circ} 56' 48''$ WEST, A DISTANCE OF 110.62 FEET; THENCE NORTH $06^{\circ} 56' 48''$ WEST, A DISTANCE OF 105.00 FEET; THENCE NORTH $53^{\circ} 34' 58''$ WEST, A DISTANCE OF 76.12 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 296.00 FEET AND A CHORD BEARING OF NORTH $32^{\circ} 04' 29''$ EAST, A DISTANCE OF 45.94 FEET TO A POINT OF TANGENCY; THENCE SOUTH $61^{\circ} 38' 05''$ EAST ALONG A LINE WHICH IS NOT TANGENT TO THE CURVE, A DISTANCE OF 46.47 FEET; THENCE SOUTH $69^{\circ} 21' 30''$ EAST, A DISTANCE OF 132.26 FEET; THENCE NORTH $59^{\circ} 11' 41''$ EAST, A DISTANCE OF 43.58 FEET; THENCE NORTH $51^{\circ} 39' 45''$ EAST, A DISTANCE OF 246.80 FEET; THENCE SOUTH $78^{\circ} 36' 28''$ EAST, A DISTANCE OF 205.03 FEET; THENCE NORTH $44^{\circ} 37' 20''$ EAST, A DISTANCE OF 160.87 FEET; THENCE NORTH $02^{\circ} 07' 40''$ EAST, A DISTANCE OF 471.32 FEET; THENCE NORTH $41^{\circ} 48' 23''$ WEST, A DISTANCE OF 515.61 FEET; THENCE SOUTH $87^{\circ} 37' 50''$ WEST, A DISTANCE OF 235.37 FEET; THENCE SOUTH $85^{\circ} 42' 20''$ WEST, A DISTANCE OF 765.21 FEET; THENCE NORTH $32^{\circ} 35' 41''$ EAST, A DISTANCE OF 67.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDING AND HAVING A RADIUS OF 310.00 FEET, A DISTANCE OF 177.60 FEET TO A POINT OF TANGENCY; THENCE NORTH $00^{\circ} 13' 46''$ WEST ALONG A LINE WHICH IS TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 24.61 FEET; THENCE SOUTH $90^{\circ} 06' 00''$ (1/67), ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 1593.68 FEET; THENCE SOUTH $00^{\circ} 17' 40''$ EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH $90^{\circ} 00' 00''$ EAST, A DISTANCE OF 300.00 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH $00^{\circ} 17' 40''$ EAST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1142.03 FEET; THENCE NORTH $89^{\circ} 57' 40''$ WEST, A DISTANCE OF 993.75 FEET; THENCE SOUTH $00^{\circ} 22' 23''$ EAST, A DISTANCE OF 1323.39 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 26; THENCE NORTH $89^{\circ} 59' 20''$ WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 26, A DISTANCE OF 300.00 FEET TO THE PLACE OF BEGINNING.

86554336

UNOFFICIAL COPY

8 6 5 5 4 3 3 6

EXHIBIT B

("FAIRWAY ESTATES")

The West 1/2, as measured on the North and South lines thereof, of that part of the Southwest 1/4 of the Northeast 1/4 of Section 26, Township 42 North, Range 11, East of the Third Principal Meridian, which lies East of the West 60 feet of said quarter quarter section excepting therefrom that part thereof which lies South of the North line of Euclid-Lake Avenue, as dedicated per document 12599682, in Cook County, Illinois.

Property of Cook County Clerk's Office

86554336

UNOFFICIAL COPY

Property of Cook County Clerk's Office

GRANT OF EASEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, LASALLE NATIONAL BANK, as TRUSTEE under Trust Agreement dated May 1, 1981, and known as TRUST NO. 10-24978-08, (hereinafter referred to as GRANTOR), grants and conveys to I & R INVESTMENTS, INC., an Illinois corporation, and the CITY OF PROSPECT HEIGHTS, an Illinois Municipal corporation, their respective successors and assigns, (hereinafter collectively referred to as GRANTEES), the following non-exclusive easements as depicted on Exhibit A attached hereto and made a part hereof:

- (1) A temporary construction easement upon, over, under and across the real property described on Exhibit "B" attached hereto for the purpose of constructing a water line extension to service the real estate legally described on Exhibit "C" attached hereto and commonly referred to as Fairway Estates, Prospect Heights, Illinois with water service. This temporary construction easement shall terminate and be of no further force or effect upon completion of construction of said water line extension.
- (2) A permanent and perpetual non-exclusive public utility easement upon, over, under and across the real property described in Exhibit "D" attached hereto for the purpose of operating, maintaining, repairing, reconstructing, adding to or from time to time removing and replacing a water line extension to service the real estate legally described on Exhibit "C" attached hereto and commonly referred to as Fairway Estate, Prospect Heights, Illinois with water service.

GRANTEES shall have the right of ingress and egress by reasonable routes upon and across the adjoining property of the GRANTOR to and from the herein granted easements for the purpose of constructing, maintaining, repairing, inspecting, reconstructing, operating, or removing the said water line extension. GRANTEES shall be responsible for any damage caused to the GRANTOR'S property by GRANTEES, their agents and employees and shall promptly repair and restore GRANTOR'S property to the condition as it existed prior to the commencement of work which caused damage to the GRANTOR'S property. Any repair or restoration of such damage shall be done in accordance with the GRANTOR'S reasonable specifications which shall not require greater improvements than those of existing conditions at the time of any such damage. The GRANTOR, its successors and assigns, shall have the perpetual right and authority to construct, install and maintain land-

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3 6 5 5 4 3 3 6

scaping, access roads, drainage pipes and related appurtenances over, upon and through the easements herein granted; further, GRANTOR, its successors and assigns shall have the perpetual right and authority to grant additional public and private benefit utility or access easements over, upon and through the easements herein granted, together with the right and authority to construct, install, repair and maintain other public and private benefit utility services; provided, however, that no building, structure or other obstruction shall be erected within the herein granted easements without the written consent of the GRANTEEES.

FURTHER, GRANTOR reserves unto itself, its successors and assigns the right to freely use and enjoy its interests in the easement premises insofar as the exercise thereof does not endanger or interfere with the construction, operation, maintenance or repair of the said water line extension.

Executed this _____ day of _____, 1986.

ATTEST:

LASALLE NATIONAL BANK, TRUSTEE,
TRUST NO. 10-24978-08

Its

By: _____

Its

ATTEST:

CITY OF PROSPECT HEIGHTS

Its City Clerk

By: _____

Its Mayor

ACCEPTED:

ATTEST:

CITY OF PROSPECT HEIGHTS

Its City Clerk

By: _____

Its Mayor

I & R INVESTMENTS, INC.

By: _____

Its President

86554336

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 6 5 5 4 3 3 6

AFTER RECORDING THIS INSTRUMENT SHOULD BE RETURNED TO:

Richard H. Levy
Rudnick & Wolfe
30 North LaSalle Street
Suite 2600
Chicago, IL 60602
312-368-4000

THIS INSTRUMENT WAS PREPARED BY:

Alan L. Stefaniak
Di Monte & Lizak
5201 N. Harlem Avenue
Chicago, IL 60656
312-775-9339

P.I.N. for Easement Parcels,
legally described on Exhibit
B and Exhibit D:

03-26-200-013-0000
03-26-102-003-0000

P.I.N. for Fairway Estates,
legally described on Exhibit
C:

03-26-206-001-0000 through
03-26-206-008-0000
03-26-207-001-0000 through
03-26-207-037-0000
03-26-208-001-0000 through
03-26-208-009-0000
03-26-209-001-0000 through
03-26-209-010-0000

Property of Cook County Clerk's Office

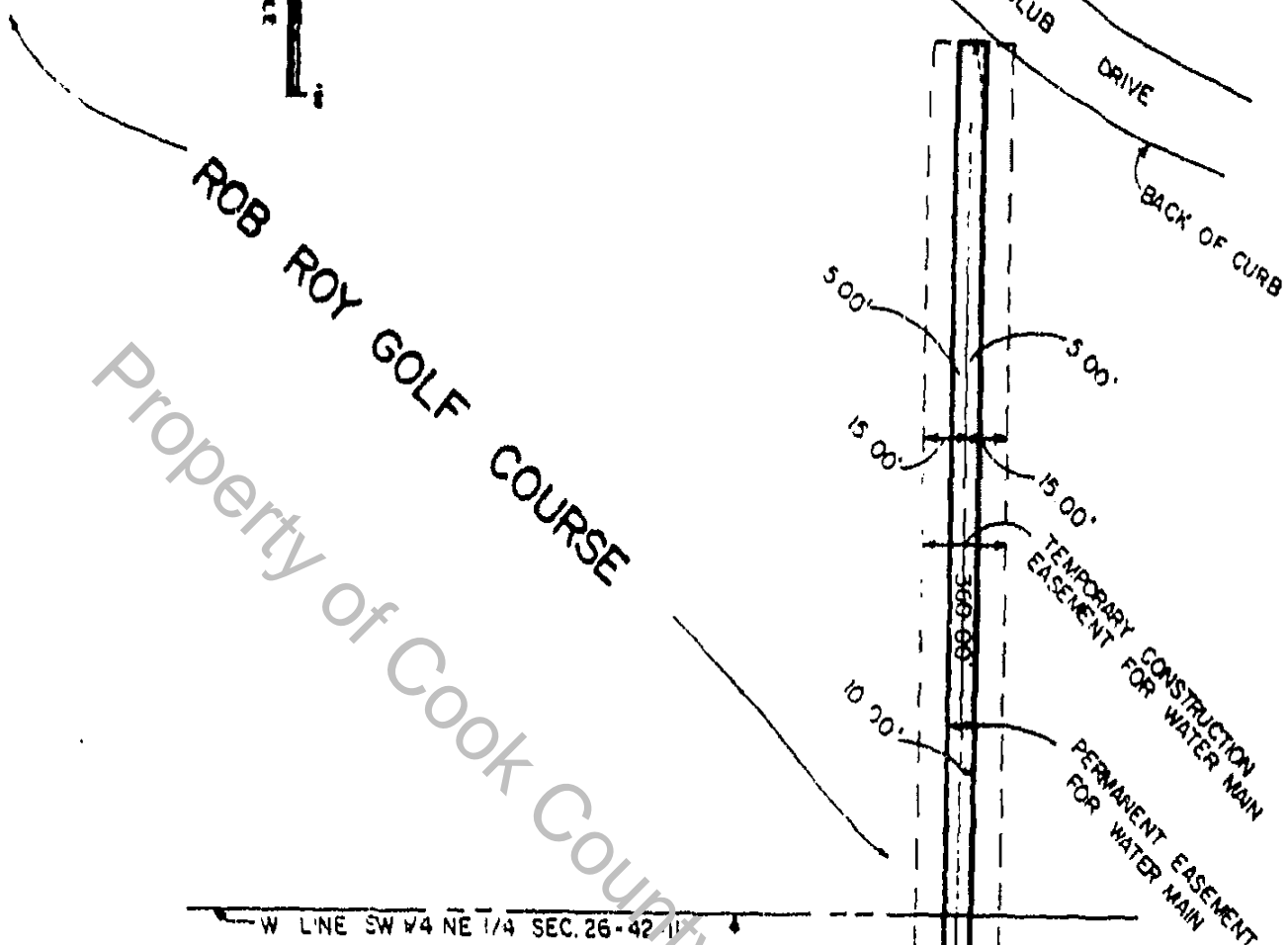
85551335

UNOFFICIAL COPY

Property of Cook County Clerk's Office

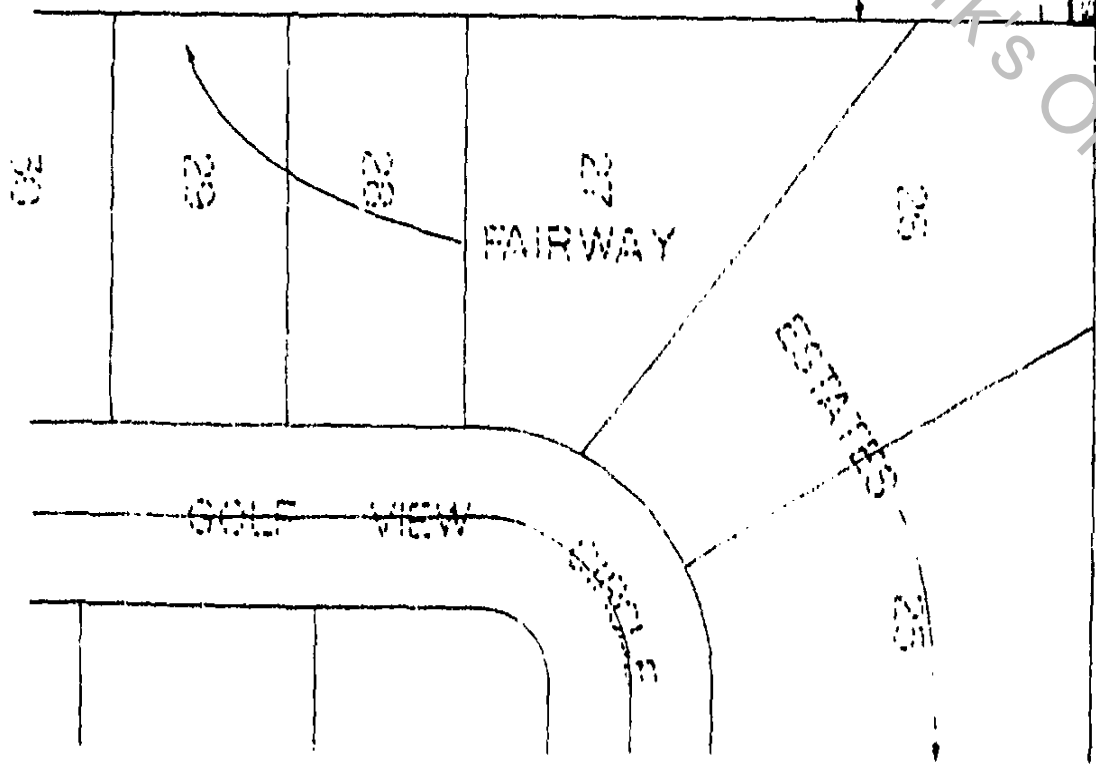
UNOFFICIAL COPY

GRAPHIC SCALE



W LINE SW 1/4 NE 1/4 SEC. 26-42-11

Clerk's Office



65554336

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0654336

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT FOR WATER MAIN

THAT PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A STRIP OF LAND, 30 FEET IN WIDTH AND LYING 15.00 FEET ON BOTH SIDES OF A CENTER LINE DESCRIBED AS BEGINNING AT A POINT ON A LINE 66.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, SAID POINT BEING 5.00 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER QUARTER SECTION; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, AND SAID LINE EXTENDED, 360.00 FEET TO THE TERMINUS POINT IN THE HEREINDESCRIBED CENTER LINE, IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

0654336

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 6 4 5 4 3 3 6

EXHIBIT "C" ("Fairway Estates")

The West 1/2, as measured on the North and South lines thereof, of that part of the Southwest 1/4 of the Northeast 1/4 of Section 26, Township 42 North, Range 11, East of the Third Principal Meridian, which lies East of the West 66 feet of said quarter quarter section excepting therefrom that part thereof which lies South of the North line of Euclid-Lake Avenue, as dedicated per document 12599682, in Cook County, Illinois.

Property of Cook County Clerk's Office

85551331

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 6 5 5 4 3 3 6

EXHIBIT "D"

PERMANENT EASEMENT FOR WATER MAIN
THAT PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 11,
EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A STRIP OF LAND, 10 FEET IN
WIDTH AND LYING 5.00 FEET ON BOTH SIDES OF A CENTER LINE DESCRIBED AS
BEGINNING AT A POINT ON A LINE 66.00 FEET EAST OF AND PARALLEL WITH THE
WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26,
SAID POINT BEING 5.00 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER QUARTER
SECTION; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE
SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, AND SAID LINE EXTENDED,
360.00 FEET TO THE TERMINUS POINT IN THE HEREINDESCRIBED CENTER LINE, IN
COOK COUNTY, ILLINOIS.

988199 98]

COOK COUNTY RECORDER

#8018 # 11-07-554236

11/20/07 16:49:00 TRAN 4284

DEPT-01 RECORDING

\$26.00

Property of Cook County Clerk's Office

8555123f

26-

UNOFFICIAL COPY

Property of Cook County Clerk's Office
19554336