

AGREEMENT REGARDING EXTINGUISHMENT,
RELEASE AND REGRANT OF EASEMENTS,
COVENANTS AND RESTRICTIONS

86170066

THIS AGREEMENT entered into as of the 18th day of October, 1984, by and between CHICAGO TITLE AND TRUST COMPANY, not individually, but solely as Trustee under Trust Agreement dated November 2, 1970, and known as Trust Number 56088 (hereinafter referred to as "Chicago"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee under Trust Agreement dated July 19, 1984 and known as Trust Number 61717 (hereinafter referred to as "American"), MEADOW LANDS ASSOCIATES, an Illinois limited partnership (hereinafter referred to as "Associates") and the CITY OF ROLLING MEADOWS (hereinafter referred to as the "City").

W I T N E S S E T H:

WHEREAS, Chicago is the owner of a certain parcel of unimproved real property located in the City of Rolling Meadows, County of Cook, State of Illinois, which parcel (hereinafter referred to as "Parcel A") is legally described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, American is the owner of a certain parcel of unimproved real property (hereinafter referred to as "Parcel B") located adjacent to and to the south of Parcel A in the City of Rolling Meadows, County of Cook, State of Illinois, which parcel is legally described on Exhibit B attached hereto and made a part hereof; and

WHEREAS, Associates is the owner of a certain parcel of improved real property (hereinafter referred to as "Parcel C") located adjacent and to the east of Parcels A and B in

This document prepared by and after recording should be returned to Earl Slavitt, 55 E. Monroe Street, Chicago, Illinois 60603

86170066

UNOFFICIAL COPY

DESCRIPTION

The following is a description of the property of Cook County Clerk's Office, which is subject to the provisions of the Cook County Clerk's Office Act, Chapter 115, Illinois Compiled Statutes (1993).

The property is a piece of land, located in Cook County, Illinois, and is subject to the provisions of the Cook County Clerk's Office Act, Chapter 115, Illinois Compiled Statutes (1993).

The property is a piece of land, located in Cook County, Illinois, and is subject to the provisions of the Cook County Clerk's Office Act, Chapter 115, Illinois Compiled Statutes (1993).

The property is a piece of land, located in Cook County, Illinois, and is subject to the provisions of the Cook County Clerk's Office Act, Chapter 115, Illinois Compiled Statutes (1993).

The property is a piece of land, located in Cook County, Illinois, and is subject to the provisions of the Cook County Clerk's Office Act, Chapter 115, Illinois Compiled Statutes (1993).

Property of Cook County Clerk's Office

Page 102

This document prepared by and after recording should be returned to Earl Slavitt, 55 E. Monroe Street, Chicago, Illinois 60603

WHEREAS, Associates is the owner of a certain parcel of improved real property (hereinafter referred to as "Parcel C") located adjacent and to the east of Parcels A and B in

here to and made a part hereof; and which parcel is legally described on Exhibit B attached City of Rolling Meadows, County of Cook, State of Illinois, B") located adjacent to and to the south of Parcel A in the unimproved real property (hereinafter referred to as "Parcel WHEREAS, American is the owner of a certain parcel of

on Exhibit A attached hereto and made a part hereof; and (hereinafter referred to as "Parcel A") is legally described Meadows, County of Cook, State of Illinois, which parcel unimproved real property located in the City of Rolling WHEREAS, Chicago is the owner of a certain parcel of

W H I T N E S S E T H :

"City"). CITY OF ROLLING MEADOWS (hereinafter referred to as the partnership (hereinafter referred to as "Associates") and the as "American"), MEADOW LANDS ASSOCIATES, an Illinois limited 1984 and known as Trust Number 61717 (hereinafter referred to but solely as Trustee under Trust Agreement dated July 19, NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually 56088 (hereinafter referred to as "Chicago"), AMERICAN Agreement dated November 2, 1970, and known as Trust Number COMPANY, not individually, but solely as Trustee under Trust October, 1984, by and between CHICAGO TITLE AND TRUST THIS AGREEMENT entered into as of the 18th day of

86170066

AGREEMENT REGARDING EXTINGUISHMENT, RELEASE AND REGRANT OF EASEMENTS, COVENANTS AND RESTRICTIONS

NO CHARGE
CITY OF ROLLING MEADOWS
OFFICIAL BUSINESS

mpu07/00004-5/16615
10/11/84/0324

86170066

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF THE COUNTY OF COOK, ILLINOIS

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF THE COUNTY OF COOK, ILLINOIS

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF THE COUNTY OF COOK, ILLINOIS

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF THE COUNTY OF COOK, ILLINOIS

the City of Rolling Meadows, County of Cook, State of Illinois, which parcel is legally described on Exhibit C attached hereto and made a part hereof and the successor in interest to Penney; and

WHEREAS, on November 23, 1970, Chicago did hereby grant to J.C. PENNEY PROPERTIES, INC. ("Penney") certain permanent and perpetual easements for the construction, operation, maintenance and use of water and sewer lines in, upon, across, over and under a portion of property on Parcel B then owned by Chicago, which grant was duly recorded December 4, 1970 with the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 21335198 and which instrument is hereinafter referred to herein as the "Grant"; and

WHEREAS, the parties hereto desire to modify the Grant (hereinafter sometimes referred to as the "Old Easement") by vacating the existing easement and all rights thereto related and to simultaneously substitute therefor a new easement on Parcel A (the "New Easement") upon the terms and conditions set forth herein; and

WHEREAS, the parties wish to establish certain rights, duties and responsibilities between themselves with respect to the New Easement.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree, each with the other, as follows:

1. Subject to American's satisfactory completion of its obligations as set forth in Paragraph 4 hereof, any and all rights of Chicago, Associates and the City and any other party, person or entity, claiming by, through or under

them, or otherwise, to use or maintain the Old Easement or to enter upon Parcel A for the purposes of using or maintaining the Old Easement or for any purposes connected with the Old Easement is hereby cancelled annulled, extinguished, vacated, terminated and deemed null and void and of no further force or effect and Chicago, Associates and the City hereby convey and quitclaim to American any and all of their respective interest in and to the Old Easement and any pipes, conduits, wires or other personalty relating thereto.

2. The parties hereto represent and warrant to each other that there are no outstanding obligations due with respect to the Old Easement, whether to a party hereto or to a third party, and each shall indemnify and hold the others harmless from the breach of any such representation and warranty on their part.

3. In lieu of the foregoing, Chicago hereby grants, gives and conveys to Associates and American and their respective successors and assigns, a permanent and perpetual non-exclusive easement and right to use, appurtenant to and for the benefit of Parcel B and Parcel C, for the purposes of constructing, operating, using, repairing, removing, replacing and maintaining a water line or lines and a sanitary sewer system and appurtenances thereto (the "Lines") and for access thereto for the purpose of constructing, installing, operating, using, maintaining, removing, replacing and repairing same, in, upon, across, over and under that portion of Parcel A (as hereinabove defined as the New Easement) as legally described on Exhibit D attached hereto and specifically incorporated by reference herein.

86170066

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

Provided, however, that any such construction shall not result in the interruption of any business being conducted on parcel B and C.

UNOFFICIAL COPY

4. American agrees, at its sole expense, to construct, within the New Easement, a water and sanitary sewer system, pursuant to all applicable governmental requirements, and to obtain all appropriate permits related thereto and to substantially complete same by June 1, 1985; Chicago agrees to do nothing to interfere with American's undertaking as expressed in this Paragraph and to cooperate with respect to obtaining all permits, licenses or other approvals relating thereto.

5. American further agrees that prior to commencement of the installation of any work in the New Easement as described herein, to submit to Chicago and Associates ^{plans and} specifications of the work to be done for their approval, which approval shall not be unreasonably withheld or delayed, and to obtain liability insurance covering said work in amounts and with companies reasonably satisfactory to Chicago, showing Chicago and Associates as additional insureds and to furnish evidence thereof to Chicago and Associates.

6. American further agrees during installation of utility lines in the property which is the subject of the aforesaid easement to provide Associates and its engineer access to review said installation in order to determine that same was performed in accordance with approved plans and specifications. American further agrees to reimburse Associates for the reasonable cost of said review and inspection, which cost shall in no event exceed the sum of \$1,250.00.

to parcel A during the period of construction

including without limitation its engineer's fees

66170066

UNOFFICIAL COPY

Property of Cook County Clerk's Office

7. American further agrees to submit to Associates copies of any and all applicable municipal, county, state, or other governmental permits required in connection with the installation of utility lines in the New Easement which is the subject of the aforesaid easement.

8. Upon completion of the improvements described in Paragraph 4 above, and approval thereof by the applicable governmental authorities, the New Easement and the Lines shall be dedicated to and accepted by the City in accordance with the requirements and procedures of the City, whereupon all responsibility for meeting governmental requirements and for maintaining and repairing the New Easement and the Lines shall be borne entirely by the City.

9. Notwithstanding anything contained herein to the contrary, each party will be responsible for damages caused to property of another party by virtue of its negligence or willful misconduct, or that of its respective agents, tenants, employees or servants.

10. Prior to dedication as described in Paragraph 8, American and its agents, servants, employees, successors and assigns shall have the right to add to and/or alter (without reducing its capacity) the Lines and the appurtenances thereto and to trim or remove any trees or shrubs that may, in the opinion of American, or its agents, servants, employees, successors or assigns, interfere with the construction, installation, operation, use, maintenance, repair, removal or replacement of the Lines.

11. Chicago shall not erect or construct or permit to be erected or constructed any building or other structure or improvement or drill any well within the limits of said easement; nor shall Chicago plant or permit to be planted any

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

Attest: My hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

Attest: My hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

Attest: My hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

Attest: My hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

Property of Cook County Clerk's Office

201/11/10

trees within the limits of the easement without the prior written consent of the other parties hereto; provided, however, Chicago shall have the right to construct and erect fences and to landscape within the limits of the easement in a manner which will not unreasonably interfere with the right of access to and use of the easement granted hereunder. Each party agrees that if such fences and/or landscaping are moved, disturbed or damaged by it as a result of this grant of easement, it will restore said fences and/or landscaping as nearly as possible to its condition immediately prior to such removal, disturbance or damage, at its expense.

12. American shall have the right to remove, without obligation to replace, trees, shrubbery, bushes and undergrowth on the easement or adjacent thereto where such removal is necessary for the construction, installation, operation, use, maintenance, repair, removal or replacement of the lines and appurtenances thereto or for access to the easement.

13. The lines installed within the easement and the appurtenances thereto shall, to the extent practicable, be buried below the existing surface so as not to be unsightly.

14. Chicago and American shall have the right to tap into and extend the Lines, at their sole cost and expense, to serve Parcel A or Parcel B respectively, provided same shall not interfere in any material way (including but not limited to the degree of water pressure and sewage outflow availability to and from Parcel C) with the use of availability of water and sewer line service to Parcel C. There shall be no charge to them for said right except that the appropriate party shall reimburse Associates for any

86170066

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF THE COURT

Property of Cook County Clerk's Office

201/1000

charge which may be levied against Associates. Anything to the contrary contained herein notwithstanding, however, no other parties shall be permitted to tap into the Lines or any extension or extensions thereof if same could or would result in any material interference (including but not limited to the degree of water pressure and sewage outflow availability to and from Parcel C) with the use of availability of water and sewer line service to Parcel C.

15. American agrees to indemnify and save harmless Chicago from any loss, damage, or expense in the nature of a legal liability which Chicago may suffer, incur or sustain, or for which Chicago may become legally liable, arising or growing out of any injury or damage to persons or to real or personal property caused by the negligence of American or its contractors, subcontractors, agents or representatives, or any of them, in the prosecution of the work performed under this grant.

In connection with the tapping into and extending the lines as provided for in Paragraph 14 hereof, American and/or Chicago, as the case may be, do hereby agree to indemnify and save harmless Associates from any loss, damage or expense in the nature of a legal liability which Associates may suffer, incur or sustain, or for which Associates may become legally liable, arising or growing out of any injury or damage to persons or to real or personal property caused by the negligence of American or its contractors, subcontractors, agents or representatives, or any of them, in connection with said tapping in.

16. No party hereto will permit any mechanic's liens to attach to any other party's property and will cause all work to be performed in a good and workmanlike manner.

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 2001.

CLERK OF COOK COUNTY

NOTED AND FILED

1/2/01

CLERK OF COOK COUNTY

NOTED AND FILED

1/2/01

CLERK OF COOK COUNTY

NOTED AND FILED

1/2/01

CLERK OF COOK COUNTY

Property of Cook County Clerk's Office

20010001

Each party hereto agrees to indemnify and hold the others harmless from all claims or damages which may be asserted or which may result from a breach of their obligations set forth in this paragraph.

17. Chicago expressly reserves the right to relocate the New Easement in its sole discretion and at its sole cost, in which case the parties agree to enter into a written amendment to this Agreement; provided, however, that any such construction shall not result in the interruption of any business being conducted on Parcels B and C.

18. In the event of any failure on the part of any party in the performance of any obligation hereunder, the other party or parties ("nondefaulting party") shall have the right to perform such obligation after first giving the defaulting party not less than 15 days' prior written notice of its intention to do so, unless such defaulting party shall within such 15-day period commence to perform such obligation and continue diligently therewith until such obligation be fully performed. The defaulting party shall reimburse the nondefaulting party performing said obligation for all costs incurred in accomplishing such performance, including a reasonable charge for overhead. Any sum of money not paid by the party obligated to do so within 15 days of receipt of a bill therefor shall bear interest until paid at 18% per annum or the highest rate allowed by law, whichever is lower. All the rights granted to the parties by the provisions of this Agreement shall be cumulative and shall be in addition to all other rights which shall at such time be available in law and in equity.

86170066

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1999.

CLERK OF COOK COUNTY

Property of Cook County Clerk's Office

000000

UNOFFICIAL COPY

19. Notices and demands required or permitted to be given hereunder shall be given by certified mail, return receipt requested, as follows:

TO CHICAGO:

c/o Lawrence M. Freedman, Esq.
Suite 1211
77 West Washington Street
Chicago, Illinois 60602

TO AMERICAN:

c/o Nicholas M. Ryan
Marquette Properties
200 South Wacker Drive
Suite 3900
Chicago, Illinois 60606

TO CITY:

City of Rolling Meadows
3600 Kirchhoff Road
Rolling Meadows, Illinois
Attention: Mayor

TO ASSOCIATES:

c/o Western Midwest
Corporation
1900 East Golf Road
Schaumburg, Illinois 60195
Attention: David Ristau

20. This Agreement shall be an easement and restriction running with the land and shall be binding on and shall inure to the benefit of the parties hereto and their respective legal representative, successors and assigns. This Agreement shall not operate to convey to American or Associates a fee interest in any part of the New Easement or Parcel A.

21. This Agreement may be amended, modified or terminated at any time by a writing, executed and acknowledged by the parties hereto or their successors or assigns.

22. Nothing in this Agreement should be construed to make the parties hereto partners or joint venturers or to render either of said parties liable for the debts or obligations of the other.

23. This instrument is executed by Chicago Title and Trust Company and American National Bank and Trust Company of Chicago, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by Chicago Title and Trust Company and American

UNOFFICIAL COPY

[Faint, illegible text covering the majority of the page, likely bleed-through from the reverse side.]

Property of Cook County Clerk's Office

20130929

UNOFFICIAL COPY

8 6 1 7 0 0 6 6

National Bank and Trust Company of Chicago, are undertaken by them solely as Trustees, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against them by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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

MEADOW LANDS ASSOCIATES, an Illinois limited partnership

By: Richard L. Kramer
a general partner

CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust Number 56088 and not personally

Attest:

Carlton Platto
Assistant Secretary

By: Robert J. Catalano
Its ASST. VICE PRESIDENT

CITY OF ROLLING MEADOWS

By: William S. Adams
Its Mayor

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust No. 61717, and not personally

Attest:

J. D. House
Assistant Secretary

By: [Signature]
Its

86170066

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

STATE OF ILLINOIS)
District of Columbia) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard L. Keane, a general partner of MEADOW LANDS ASSOCIATES, an Illinois limited partnership, 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, sealed and delivered the said instrument as his free and voluntary act on behalf of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of March, 1984.

Barbara P. Fletcher
 Notary Public

Barbara P. Fletcher
 Notary Public in and for
 the District of Columbia
 Comm. Expires Dec. 14, 1988

My Commission Expires:

12/14/88

STATE OF ILLINOIS)
) SS
 COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DOROTHY CATALANO and VERLEAN PLATER, the above named Assistant Vice President and Assistant Secretary of CHICAGO TITLE AND TRUST COMPANY, a ILLINOIS corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Assistant Vice President and Assistant Secretary, respectively, appeared before me, this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of DECEMBER, 1984.

[Signature]
 Notary Public

My Commission Expires:

8-27-88

86170066

UNOFFICIAL COPY

Property of Cook County Clerk's Office

40130000

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. MICHAEL WIELAN and Peter H. Johnson, the above named Assistant Vice President and Assistant Secretary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Assistant Vice President and Assistant Secretary, respectively, appeared before me, this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12 day of MAR 1 1985, 1984.

L.M. Soricinski
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES JUNE 27, 1984

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, DONALD M. ROSE a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM D. ANZENS, Mayor, an authorized representative of the City of Rolling Meadows, personally known to me to be the same person whose name is subscribed to the foregoing instrument as his free and voluntary act and as the free and voluntary act of said City of Rolling Meadows, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15 day of APRIL, 1984. 1986

Donald M. Rose
Notary Public

My Commission Expires:

July 28, 1989

86170066

UNOFFICIAL COPY

Property of Cook County Clerk's Office

CHARGE

EXHIBIT B

LEGAL DESCRIPTION

PARCEL "B"

EX A

THAT PART OF LOT 4 IN 58-62 VENTURE SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1970 AS DOCUMENT NO. 21092384, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF LOT 2 IN SAID 58-62 VENTURE SUBDIVISION WITH THE EAST LINE OF WILKE ROAD AS WIDENED, BEING A LINE 17.0 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 2 AND 4 (THE WEST LINE OF SAID LOT 4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST ALONG SAID EAST LINE OF WILKE ROAD AS WIDENED, 1128.53 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST ALONG SAID EAST LINE OF WILKE ROAD AS WIDENED, 122.38 FEET TO AN INTERSECTION WITH A LINE 234.00 FEET, AS MEASURED ALONG THE WEST LINE OF SAID LOT 4, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4, SAID NORTH LINE OF LOT 4 BEING ALSO THE SOUTH LINE OF LOT 6 IN SAID 58-62 VENTURE SUBDIVISION; THENCE SOUTH 87 DEGREES 31 MINUTES 53 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 215.00 FEET TO AN INTERSECTION WITH A LINE 232.02 FEET, AS MEASURED ALONG THE NORTH LINE OF SAID LOT 4, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 4; THENCE NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 234.00 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 87 DEGREES 31 MINUTES 53 SECONDS EAST ALONG SAID NORTH LINE OF LOT 4, 65.18 FEET TO A CORNER OF SAID LOT 4; THENCE SOUTH 12 DEGREES 10 MINUTES 10 SECONDS WEST ALONG THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID LOT 4, SAID NORTHWESTERLY LINE OF LOT 4 BEING ALSO THE SOUTHEASTERLY LINE OF SAID LOT 6, 10.03 FEET (MEASURE SOUTH 19 DEGREES 40 MINUTES 58 SECONDS WEST, 19.63 FEET); THENCE SOUTH 64 DEGREES 18 MINUTES 39 SECONDS EAST (MEASURE SOUTH 56 DEGREES 47 MINUTES 51 SECONDS EAST), 123.39 FEET; THENCE NORTH 21 DEGREES 25 MINUTES 20 SECONDS EAST, 297.37 FEET (MEASURE NORTH 28 DEGREES 56 MINUTES 08 SECONDS EAST, 297.57 FEET) TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 4, ARC DISTANCE 170.07 FEET SOUTHEASTERLY OF THE MOST NORTHERLY CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 4, BEING A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 2814.79 FEET, AN ARC DISTANCE OF 425.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 39 DEGREES 19 MINUTES 58 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 4, 608.68 FEET TO A CORNER OF SAID LOT 4; THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 4, 76.25 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4, 553.38 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4;

THENCE SOUTH 89 DEGREES 42 MINUTES 03 SECONDS WEST, 227.47 FEET;

"	NORTH	00	"	17	"	57	"	"	"	19.37	"
"	"	S0	"	40	"	22	"	"	"	149.69	"
"	"	00	"	17	"	57	"	"	"	159.65	"
"	SOUTH	89	"	42	"	03	"	"	"	137.00	"

PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 342,234 SQUARE FEET OR 7.857 ACRES.

86170066

UNOFFICIAL COPY

1-17-10148

WOLFMELOU 1A-121

201108

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8 6 1 7 0 0 6 6

116-6

EXHIBIT C

LOTS 1, ~~2 AND 3~~ IN J C P MEADOWS SUBDIVISION IN SECTIONS 8 AND 9,
TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 1984 AS
DOCUMENT NO. 27257817, IN COOK COUNTY, ILLINOIS.

08-09-302-012 TT

Property of Cook County Clerk's Office

86170066

C. K. Miller
Jan 3/1986

UNOFFICIAL COPY

CC 010-555-90-80
Property of Cook County Clerk's Office

20130090

EASEMENT PREMISES

UNOFFICIAL COPY

THAT PART OF LOTS 2 AND 4 IN 58-62 VENTURE SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1970 AS DOCUMENT NO. 21092384, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4 (THE WEST LINE OF SAID LOT 4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 89 DEGREES 51 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 2 AND 4, 334.79 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 88 DEGREES 15 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2, 145.03 FEET TO AN INTERSECTION WITH A LINE 17.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 2 AND 4; THENCE NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING THE EAST LINE OF WILKE ROAD AS WIDENED, 1128.93 FEET;

THENCE NORTH 89 DEGREES 42 MINUTES 03 SECONDS EAST, 137.00 FEET;

" SOUTH 00 " 17 " 57 " EAST, 15.00 "

TO A POINT FOR A PLACE OF BEGINNING;

THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST, 144.65 FEET;

" SOUTH 50 " 40 " 22 " EAST, 9.09 " ;

" SOUTH 00 " 17 " 57 " EAST, 328.72 " ;

" SOUTH 50 " 37 " 20 " EAST, 174.80 " ;

" NORTH 89 " 42 " 03 " EAST, 79.87 " ;

" NORTH 00 " 17 " 57 " WEST, 85.49 " ;

" SOUTH 89 " 42 " 03 " WEST, 13.50 " ;

" NORTH 00 " 17 " 57 " WEST, 20.00 " ;

" NORTH 89 " 42 " 03 " EAST, 13.50 " ;

" NORTH 00 " 17 " 57 " WEST, 41.37 " ;

" NORTH 89 " 42 " 03 " EAST, 121.36 "

TO A POINT ON THE EAST LINE OF SAID LOT 4, 668.97 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 4, 20.00;

THENCE SOUTH 89 DEGREES 42 MINUTES 03 SECONDS WEST, 101.36 FEET;

" SOUTH 00 " 17 " 57 " EAST, 146.86 " ;

" SOUTH 89 " 42 " 03 " WEST, 107.09 " ;

" NORTH 50 " 37 " 20 " WEST, 158.30 " ;

" SOUTH 39 " 22 " 40 " WEST, 7.50 " ;

" NORTH 50 " 37 " 20 " WEST, 20.00 " ;

" NORTH 39 " 22 " 40 " EAST, 7.50 " ;

" NORTH 50 " 37 " 20 " WEST, 13.11 " ;

" NORTH 00 " 17 " 57 " WEST, 473.39 " ;

" NORTH 40 " 17 " 50 " EAST, 19.98 "

TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

86170066

PHASE I

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EASEMENT PREMISES

THAT PART OF LOT 4 IN 58-62 VENTURE SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1970 AS DOCUMENT NO. 21092384, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY NORTHWEST CORNER OF SAID LOT 4 (THE WEST LINE OF SAID LOT 4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST FOR THIS LEGAL DESCRIPTION); THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 4, 234.00 FEET; THENCE SOUTH 87 DEGREES 31 MINUTES 53 SECONDS EAST ALONG A LINE FORMING AN ANGLE OF 87 DEGREES 07 MINUTES 00 SECONDS AS MEASURED FROM SOUTH TO EAST WITH THE WEST LINE OF SAID LOT 4, 17.02 FEET TO A POINT OF INTERSECTION WITH A LINE 17.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 4, SAID POINT OF INTERSECTION BEING THE PLACE OF BEGINNING;

THENCE SOUTH 87 DEGREES 31 MINUTES 53 SECONDS EAST,	113.66 FEET;
" SOUTH 89 " 35 " 16 " EAST,	103.65 " ;
" NORTH 40 " 17 " 50 " EAST,	276.27 " ;
" SOUTH 55 " 47 " 51 " EAST,	5.00 " ;
" NORTH 28 " 56 " 08 " EAST,	20.00 " ;
" SOUTH 49 " 42 " 10 " EAST,	18.98 " ;
" SOUTH 40 " 17 " 50 " WEST,	296.53 " ;
" SOUTH 49 " 35 " 16 " EAST,	339.51 " ;
" NORTH 39 " 15 " 38 " EAST,	324.62 " ;
" SOUTH 50 " 40 " 22 " EAST,	20.00 "

TO THE SOUTHEASTERLY LINE OF SAID LOT 4; THENCE SOUTH 39 DEGREES 19 MINUTES 38 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 4, 325.00 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 4, 46.98 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 03 SECONDS WEST,	88.72 FEET;
" SOUTH 37 " 49 " 17 " WEST,	37.21 "

TO AN INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SAID LOT 4 FROM A POINT ON SAID EAST LINE, 853.38 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 89 DEGREES 42 MINUTES 03 SECONDS WEST ALONG SAID LAST DESCRIBED PERPENDICULAR LINE, 12.71 FEET;

THENCE NORTH 37 DEGREES 49 MINUTES 17 SECONDS EAST,	114.05 FEET;
" NORTH 49 " 35 " 16 " WEST,	57.39 " ;
" SOUTH 40 " 24 " 44 " WEST,	33.50 " ;
" NORTH 49 " 35 " 16 " WEST,	10.00 " ;
" NORTH 40 " 24 " 44 " EAST,	33.50 " ;
" NORTH 49 " 35 " 16 " WEST,	242.36 " ;
" SOUTH 40 " 17 " 50 " WEST,	72.20 " ;
" SOUTH 00 " 17 " 57 " EAST,	127.88 " ;
" NORTH 50 " 40 " 22 " WEST,	9.09 "

TO AN INTERSECTION WITH A LINE 154.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 4; THENCE NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 144.65 FEET;

THENCE NORTH 40 DEGREES 17 MINUTES 50 SECONDS EAST,	59.66 FEET;
" NORTH 49 " 35 " 16 " WEST,	95.11 " ;
" NORTH 87 " 31 " 53 " WEST,	103.85 "

TO AN INTERSECTION WITH A LINE 17.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 4; THENCE NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING ALSO THE EAST LINE OF WILKE ROAD AS WIDENED, 25.03 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

86170066

UNOFFICIAL COPY

3 6 1 7 0 0 6 6

Mr. Donald M. Rose
City Attorney
City of Rolling Meadows
1701 Golf Road, Suite 400
One Continental Towers
Rolling Meadows, Il. - 60008

Re: Agreement Regarding Extinguishment
Release and Regrant of Easement,
Covenants and Restrictions dated
October 18, 1984

Dear Mr. Rose:

Pursuant to our agreement and as an inducement for the City of Rolling Meadows to enter into the above agreement, the undersigned, as sole beneficiary of the American National Bank and Trust Company of Chicago, not individually, but solely as Trustee, under Trust Agreement dated July 19, 1984, as Trust No. 61717, agrees as follows:

Paragraph 8 of the above agreement shall be amended to provide that the City of Rolling Meadows shall have no obligation or responsibility to maintain the New Easement, only the Lines.

Paragraph 14 of the above agreement shall be amended to provide that the City of Rolling Meadows shall not be obligated to reimburse Meadow Lands Associates for any charge which Associates shall incur by reason of the provisions contained in Paragraph 14. Any reimbursement to Associates shall be the obligation of Chicago or American.

Dated this 8th day of April, 1986.

MARQUETTE CENTRE I, ^{VENTURE} an Illinois
Limited Partnership
BY [Signature]
Marquette Centre, Inc., an
Illinois Corporation, as its
sole general partner

ATTEST:

[Signature]
MLK Its Secretary
Assistant

86170066

28-

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2015-10-13

UNOFFICIAL COPY

86170066

Mr. Donald M. Rose
City Attorney
City of Rolling Meadows
1701 Golf Road, Suite 400
One Continental Towers
Rolling Meadows, Il. - 60008

Re: Agreement Regarding Extinguishment,
Release and Regrant of Easements,
Covenants and Restrictions dated
October 18, 1984


Dear Mr. Rose:

Pursuant to our agreement and as an inducement for the City of Rolling Meadows to enter into the above agreement, the undersigned, Chicago Title and Trust Company of Chicago, not individually, but solely as Trustee under Trust Agreement dated November 2, 1970, and known as Trust Number 56088, agrees as follows:

Paragraph 8 of the above agreement shall be amended to provide that the City of Rolling Meadows shall have no obligation or responsibility to maintain the new Easement, only the Lines.

Paragraph 14 of the above agreement shall be amended to provide that the City of Rolling Meadows shall not be obligated to reimburse Meadow Lands Associates for any charge which Associates shall incur by reason of the provisions contained in Paragraph 14. Any reimbursement to Associates shall be the obligation of Chicago or American.

Dated this 3rd day of April, 1986.


Melvin Isenstein, as beneficiary of
Chicago Title and Trust Agreement
dated November 2, 1970, and known as
Trust No. 56088

RECEIVED
CITY OF ROLLING MEADOWS

86170066

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-09 MISC.
THAN 4025 04/30/06 16:29:00
#A * 06-170066
\$0.80

80¢

NO CHARGE
WILL CALL

86170066

86170066